

LEASE

LANDLORD: Doral Office Space, LLC
9600 NW 25th Street Suite 2A
Doral, FL 33172
Attention: Anthony DeRosa

TENANT: New Tenant Company
9600 NW 25th Street Suite #
Doral, FL 33172
Attention: New Tenant

DATE OF EXECUTION: June __, 2025

LEASE SUMMARY

The following is a summary of basic lease provisions with respect to the Lease. It is an integral part of the Lease, and terms defined or dollar amounts specified in this Summary shall have the meanings or amounts as stated, unless expanded upon in the text of the Lease and its Exhibits, which are attached to and made a part of this Lease Summary.

1. Date of Lease Execution: June __, 2025
2. Landlord: Doral Office Space, LLC
3. Landlord's Address: Doral Office Space, LLC
9600 NW 25 Street
Suite 2A Doral FL 33172
Attention: Anthony DeRosa
4. Tenant: New Tenant Company
5. Tenant's Address: New Tenant Company
9600 NW 25th Street Suite #
Doral, FL 33172
Attention: New Tenant
6. Guarantor: New Tenant
7. Guarantors Address: New Tenant Address
8. Premises (section 1.1): Unit #, 9600 NW 25th Street Doral, Florida located on that parcel of real property located in Miami-Dade County, Florida, as described in Exhibit "A".
9. Tenant's Proportionate Share (section 2.3) Square Footage: _____ Percent (x%) with respect to the Premises. Tenant's proportionate share shall be equal to the square footage of Tenant's premises as compared to the total square footage of the building. Total Square footage of unit # is **xxx sqft**.

10. Permitted Use of Premises (section 3.1): xxx
11. Term of Lease (section 1.1): 24 months
 “Commencement Date”: August 1st, 2025
 “Expiration Date”: July 31st, 2027
12. Option to Renew (Rider 1): N/A
13. Minimum Rent (section 2.2): \$23,592.00 annually (plus sales tax) payable in equal monthly installments of \$1,966.00 (plus sales tax) for the first Lease Year. Thereafter, Minimum Rent shall be increased each Lease Year commencing with the second (2nd) Lease Year by five percent (5%) per annum. Accordingly, Minimum Rent for the Term shall be as follows:
- 14.
- | PERIOD | MONTHLY RENT | ANNUAL RENT | SALES TAX |
|------------------------|--------------|-------------|------------------|
| 08/01/2025- 07/31/2026 | \$1,966.00 | \$23,592.00 | Applicable sales |
| 08/01/2026 -07/31/2027 | \$2,064.30 | \$24,771.60 | tax |
15. Security Deposit (section 2.6): Security Deposit must always equal at least two (2) months of current monthly base rent. On August 1, 2026, tenant shall increase the deposit by \$196.60 to match the new Year 2 rent of \$2,064.30/month.
- The Security Deposit Schedule is as follows:
- | Period | Security Deposit | Total |
|------------|------------------|------------|
| 08/01/2025 | \$3,932.00 | \$3,932.00 |
| 08/01/2026 | \$196.60 | \$4,128.60 |
16. Additional Rent (section 2.3): Tenant’s Proportionate Share of the Operating Costs and any and all other payments due or which may become due from Tenant to Landlord hereunder other than Minimum Rent.
17. Rent (section 2.3): Minimum Rent and Additional Rent.
18. Base Year (section 2.3): 2025

19. Comprehensive General Liability Insurance (section 6.1): \$2,000,000 in the aggregate and \$1,000,000 per occurrence.
20. Broker(s) (section 13.12): WestVest Associates, Inc.
21. Tenant Accepts Premises: Tenant is accepting the Premises in “AS-IS” condition.
22. Certificate of Use/ BTR: (Section 3.2): Tenant will have 30 days to obtain a certificate of use/ BTR as required by the City of Doral Code Compliance Department.

THIS LEASE (the “Lease”), dated the ____ day of June, 2025, is made between Doral Office Space, LLC (the “Landlord”), and New Tenant Company. (the “Tenant”).

ARTICLE I. ACCEPTANCE AND TERM.

I.1 Acceptance.

In consideration of the performance by Tenant of its obligations under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term, the “Premises”. Tenant agrees to accept the Premises in its “as-is” condition existing as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants, conditions, restrictions and easements, unless otherwise provided in this Lease. Tenant acknowledges and agrees that Landlord shall not be obligated to construct any tenant improvements on behalf of Tenant. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, or any part thereof, or to provide any allowance for such purposes, and that no representations respecting the condition of the Premises have been made by Landlord to Tenant. Tenant acknowledges that Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant’s business, and Tenant waives any implied warranty that the Premises are suitable for Tenant’s intended purposes.

I.2 Term.

The “Term” of the Lease is the period from the Commencement Date as specified in the Lease Summary, through the Expiration Date, as specified in the Lease Summary. If Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, this Lease shall in all ways remain in full force and effect except that Rent (as hereinafter defined) and other charges shall be waived for the period between the Commencement Date and the time when Landlord can deliver possession; provided, however, nothing in this Lease shall operate to extend the Term beyond the agreed Expiration Date, and said abatement shall be the full extent of Landlord’s liability to Tenant for any loss or damage to Tenant on account of a delay in delivery of possession of the Premises.

ARTICLE II. RENT.

2.1 Covenant to Pay.

a. Tenant shall pay to Landlord all sums due hereunder from time to time from the Commencement Date without prior demand, together with all applicable Florida sales tax thereon. All rent or other charges that are required to be paid by Tenant to Landlord shall be payable at Landlord’s address indicated on the Lease Summary. Rent for any “Lease Year” consisting of less than twelve (12) months shall be prorated on a per diem basis, based upon a period of 365 days. “Lease Year” means the twelve (12) full calendar months commencing on the Commencement Date. However, the final Lease Year may contain less than twelve (12) months due to expiration or sooner termination of the Term. Tenant agrees that its covenant to pay rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, setoff, deduction, abatement, or reduction

whatsoever, except as expressly provided for in this Lease. Rent shall be paid via **ACH transaction** or a **\$25.00** Administrative fee shall be applied monthly.

2.2 Minimum Rent.

Subject to any escalation which may be provided for in this Lease, Tenant shall pay Minimum Rent for the Term in the initial amount specified in the Lease Summary, which, except for the first installment, shall be payable throughout the Term in equal monthly installments in advance on the first day of each calendar month of each year of the Term, such monthly installments to be in the amounts (subject to escalation) specified in the Lease Summary. The first monthly installment of Minimum Rent shall be due on the date of this Lease. The Minimum Rent described above shall be adjusted at the beginning of the second and each succeeding Lease Year during the Term of this Lease as provided in the Lease Summary.

2.3 Operating Costs; Additional Rent.

In addition to the foregoing Base Rent, all other payments to be made by Tenant under this Lease shall be deemed to be, and shall become, additional rent hereunder, whether or not the same be designated as such, and shall be due and payable on demand or together with the next installment of Base Rent, whichever shall first occur. Landlord shall have the same remedies for failure to pay any charge or payment due for any reason under this Lease as for non-payment of Base Rent. Landlord, as its election, shall have the right, but not the obligation, to pay or do any act requiring the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease. In the event Landlord, at its election, pays such sums or performs and such act requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums with interest at the highest then allowable rate from the date the money was expended by Landlord, and the sums so paid by Landlord and the interest thereon shall be deemed additional rent and payable in cash.

Commencing on the Commencement Date, Tenant hereby agrees to pay Tenant's Share (as defined below) of the Operating Costs and Taxes over and above the base year of this Lease (*i.e.* if the base year Taxes are \$1,000.00 and the following year's Taxes are \$1,500.00, Tenant's Share is based on \$500.00).

(a) **"Operating Costs"** shall mean the total cost and expense incurred in operating, managing, insuring, maintaining, cleaning, repairing, modifying, improving and replacing the common areas, the building, the property and any and all improvements, portions, and components thereof, including, without limitation, wages, salaries, taxes, insurance, benefits, and other payroll burdens of all employees, property management, supervision of the common areas, maintenance, security, power, fuel, water, gas, generator, waste disposal, landscaping, garbage removal, window cleaning, system maintenance, and property, liability, and other insurance applicable to the property. Operating Costs shall not include the following items: landscaping.

(b) **"Taxes"** shall mean all taxes and assessments and other governmental impositions, charges and levies, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature (including interest on such assessments whenever the same are payable in installments), levied or assessed directly or indirectly against the property

and other taxes arising out of the use and/or occupancy of the property imposed by federal, state, or local governmental authority or any other taxing authority having jurisdiction over the property, including, but not limited to, expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such taxes and/or assessments.

(c) “**Tenant's Share**” is a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the total square footage of the building in which the Premises are a part.

Tenant hereby agrees to pay Tenant's Share of the Operating Costs and Taxes, as applicable, as set forth above for each full calendar year and partial calendar year in monthly installments on the first day of each calendar month, together with Tenant's payment of Base Rent, in advance, in an amount estimated by Landlord from time to time. Landlord shall have the right, at any time and from time to time during each calendar year, by notice to Tenant, to change said estimate. Subsequent to the end of each full calendar year or partial calendar year, Landlord shall notify Tenant of Tenant's actual share of Operating Costs and Taxes, as applicable, for such full calendar year or partial calendar year. If the payment made by Tenant pursuant to this paragraph for any full or partial calendar year shall be less than the actual amount due from Tenant, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, within ten (10) days after receipt of such notice. If the total amount paid by Tenant for any full or partial calendar year shall exceed the actual amount due from Tenant for such full or partial calendar year, such excess shall be credited against the next rent payment due from Tenant. If the Term commences on a day other than the first day of the calendar year, or if the Term shall end on a day other than the last day of the calendar year, then Tenant's Share of Operating Costs and Taxes, as applicable, shall be billed and adjusted on the basis of such fraction of a calendar year. Tenant's Share of actual Operating Costs and Taxes for the final estimate period of the Term shall be due and payable even though it may not be finally calculated until after the expiration of the Term. Accordingly, Landlord shall have the right to continue to hold Tenant's Security Deposit following expiration of the Term until Tenant's Share of actual Operating Costs and Taxes has been paid.

2.4 Payment of Personal Property Taxes. Tenant shall pay, when due, all taxes attributable to the personal property, trade fixtures, business, occupancy, or sales of Tenant and to the use of the Premises by Tenant.

2.5 Rent Past Due. If any installment of Rent shall be overdue more than five (5) days, a late fee of ten (10%) percent of the delinquent sum shall be due to Landlord. If any Rent payment due from Tenant shall remain overdue for more than fifteen (15) days, a late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1.5%) percent per month (eighteen (18%) percent per annum) of the delinquent amount shall be due to Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the ten (10%) percent late fee or any other remedy available to Landlord.

2.6 Security Deposit. Landlord acknowledges receipt of a security deposit in the amount specified on the Lease Summary to be held by Landlord, without any liability for interest

thereon, as security for the performance by Tenant of all its obligations under this Lease. Landlord shall be entitled to commingle the security deposit with Landlord's other funds. If Tenant defaults in any of its obligations under this Lease, Landlord may at its option, but without prejudice to any other rights which Landlord may have, apply all or part of the security deposit to compensate Landlord for any loss, damage, or expense sustained by Landlord as a result of such default. If all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Landlord. Subject to the provisions of section 2.3, within thirty (30) days following termination of this Lease, if Tenant is not then in default, the security deposit will be returned by Landlord to Tenant.

2.7 Landlord's Lien. To secure the payment of all rent and other sums of money due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord an express contract lien and security interest on all property now or hereafter acquired (including fixtures, equipment, chattels, and merchandise) which may be placed in the Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rental and other sums of money then due to Landlord hereunder shall first have been paid. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest is given in addition to Landlord's statutory lien and shall be cumulative thereto. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State in which the Premises is located. To the extent permitted by law, this Lease shall constitute a security agreement under Article 9 of the Florida Uniform Commercial Code. Notwithstanding the foregoing, Landlord agrees to subordinate its lien to a bona fide institutional lender providing acquisition financing or lease financing for Tenant's furniture, fixtures, and equipment, so that Landlord will have a second lien on such furniture, fixtures, and equipment.

ARTICLE III. USE OF PREMISES.

3.1 Permitted Use. The Premises shall be used and occupied only for the use specified in the Lease Summary. Tenant shall carry on its business on the Premises in a reputable manner and shall not do, omit, permit, or suffer to be done or exist upon the Premises anything which shall result in a nuisance, hazard, or bring about a breach of any provision of this Lease or any applicable municipal or other governmental law or regulation. Tenant shall observe all reasonable rules and regulations established by Landlord from time to time for the Premises.

3.2 Compliance with Laws. The Premises shall be used and occupied in a safe, careful, and proper manner and in compliance with any present or future governmental or quasigovernmental laws, regulations, or orders, or the requirements of Landlord's or Tenant's insurers. If due to Tenant's use of the Premises, repairs, improvements, or alterations are necessary to comply with any of the foregoing, Tenant shall pay the entire cost thereof. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises, or any part thereof, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and upon request submit the same for inspection by Landlord. Tenant shall, at all times, comply with the terms and conditions of each such license or permit. Tenant covenants and agrees that, upon request of Landlord, it shall, within ten (10) days

from the receipt of the request, furnish Landlord with an up-to-date copy of any permit or license required by any authority having jurisdiction therein for Tenant to conduct business at the Premises.

3.3 Signs. Except with the prior written consent of Landlord, Tenant shall not erect, install, display, inscribe, paint, or affix any signs, lettering, or advertising medium upon or above any exterior portion of the Premises. Any exterior signage shall be installed at Tenant's expense, and such signage shall comply with all applicable laws and Landlord's sign criteria as adopted from time to time. The design and specification of such signage (including camera-ready artwork) shall be submitted for Landlord's prior written approval.

3.4 Environmental Provisions. Tenant warrants and represents that it will not use or employ the Premises, Landlord's facilities, equipment, or services to handle, transport, store, treat, or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced on the Premises; and Tenant further warrants and represents that any activity on or relating to the Premises shall be conducted in full compliance with all applicable environmental laws. Under no circumstances shall hazardous materials be stored on the Premises. Tenant agrees to defend, indemnify, and hold harmless Landlord against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental laws and resulting from or arising out of any breach of the warranties and representations contained in this section 3.4, or out of any act, activity, or violation of any applicable laws on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this section 3.4 shall survive the expiration or any termination of this Lease.

3.5 Building Operational Hours: The building shall be open from 7am to 7pm except legal holidays. In the event that Tenant wants after hours access including air conditioning then there will be an extra charge of \$30 per hour subject to annual increases.

ARTICLE IV. ACCESS AND ENTRY.

4.1 Right of Examination. Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them; to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable; to have access to underfloor facilities and access panels to mechanical shafts and to check, calibrate, adjust, and balance controls and other parts of the heating, air conditioning, ventilating, and climate control systems. Landlord reserves to itself the right to install, maintain, use, and repair pipes, ducts, conduits, vents, wires, and other installations leading in, through, over, or under the Premises and for this purpose, Landlord may take all material into and upon the Premises which is required therefor. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord reserves the right to use all exterior walls and roof area. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises.

4.2 Right to Show Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Premises, and, during the last six (6) months of the Term (or the last six (6) months of any renewal term if this Lease is renewed), to show them to prospective tenants. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises.

ARTICLE V. MAINTENANCE, REPAIRS, AND ALTERATIONS.

5.1 Maintenance and Repairs by Landlord. Landlord covenants to keep the following in good repair as a prudent owner: (i) the exterior walls and roof of the Premises. So long as Landlord is acting in good faith, Landlord shall not be responsible for any damages caused to Tenant by reason of failure of any equipment or facilities serving the Premises or delays in the performance of any work for which Landlord is responsible pursuant to this Lease. Notwithstanding any other provisions of this Lease, if any part of the Premises is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, invitees, licensees, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may reenter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs.

5.2 Maintenance and Repairs by Tenant. Tenant shall, at its sole cost, repair and maintain and replace when necessary the Premises including, but not limited to, base building mechanical and electrical systems, with the exception only of those repairs which are the obligation of Landlord pursuant to this Lease. Without limiting the generality of the foregoing, Tenant is specifically required to maintain and make repairs to (i) the portion of any pipes, lines, ducts, wires, or conduits contained within the Premises; (ii) windows, plate glass, doors, and any fixtures or appurtenances composed of glass; (iii) Tenant's sign; (iv) any heating or air conditioning equipment serving the Premises ("HVAC") (which shall include, without limitation, a preventive maintenance HVAC service contract, which service contract shall be entered into between Tenant and one of Landlord's approved HVAC contractors. Such service contract shall include, without, limitation, preventive HVAC maintenance no less than quarterly); and (v) the Premises when repairs to the same are necessitated by any act or omission of Tenant, or the failure of Tenant to perform its obligations under this Lease. All repair and maintenance performed by Tenant in the Premises shall be performed by contractors or workmen approved by Landlord, which shall not be unreasonably withheld. In no event shall Tenant or any contractors or workmen engaged by Tenant have access to the roof of the Premises without the prior written consent of Landlord. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as of the Commencement Date, subject only to reasonable wear and tear. Tenant shall also furnish, maintain, and replace all electric light bulbs, tubes, and tube casings located within or serving the Premises and Tenant's signage, all at Tenant's sole cost and expense.

5.3 Approval of Tenant's Alterations.

(a) Tenant shall not, without Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion, make any alterations, improvements, additions, utility installations or repairs (hereinafter collectively referred to as "Alterations") in, on or about the Premises. Alterations shall include, but shall not be limited to, the installation or alteration of security or fire protection systems, communication systems, millwork, shelving, retrieval or storage systems, carpeting or other floor covering, painting, window and wall coverings, electrical distribution systems, lighting fixtures, telephone or computer system wiring, HVAC and plumbing. At the expiration of the term, Landlord may require the removal of any Alterations installed by Tenant and the restoration of the Premises to its prior condition, at Tenant's expense. If, as a result of any Alteration made by Tenant, Landlord is obligated to comply with the Americans With Disabilities Act or any other law or regulation, and such compliance requires Landlord to make any improvement or Alteration to any portion of the Premises, as a condition to Landlord's consent, Landlord shall have the right to require Tenant to pay to Landlord prior to the construction of any Alteration by Tenant the entire cost of any improvement or alteration Landlord is obligated to complete by such law or regulation. Should Landlord permit Tenant to make its own Alterations, Tenant shall use only such architect, contractor and subcontractors as has been expressly approved by Landlord. Should Tenant make any Alterations without the prior approval of Landlord, or use a contractor not expressly approved by Landlord, Landlord may, at any time during the Term of this Lease, require that Tenant remove all or part of the Alterations and return the Premises to the condition it was in prior to the making of the Alterations. In the event Tenant makes any Alterations, Tenant agrees to obtain or cause its contractor to obtain, prior to the commencement of any work, "builders all risk" insurance in an amount approved by Landlord, workers compensation insurance and any other insurance requested by Landlord, in Landlord's sole discretion.

(b) If Tenant has agreed to make certain Alterations (the "Tenant's Work") to the Premises. The Tenant's Work shall be performed: (i) diligently and in good faith and shall be completed (subject to force majeure) within one (1) year following the Commencement Date; (ii) at the sole cost of Tenant; (iii) by licensed contractors, subcontractors and workmen; (iv) in a good and workmanlike manner; (v) in accordance with drawings and specifications and the project cost estimate provided to Landlord for review; (vi) in accordance with all applicable laws and governmental regulations; and (vii) in conformity with the City of Doral and/or Miami-Dade County's building codes, as applicable, and the Florida Building Code. Tenant shall use the form of Notice of Commencement attached hereto as Exhibit "D" in connection with the performance of any Alterations, including, without limitation, the Tenant's Work. Upon completion of Tenant's Work, Tenant shall furnish Landlord:

(i) a certificate of use and/or occupancy issued by the appropriate governmental authorities and other evidence satisfactory to Landlord that Tenant has obtained the governmental approvals necessary to permit occupancy of the Premises; and

(ii) a notarized affidavit from the general contractor that all amounts due for work done and materials furnished in completing Tenant's Work have been paid; and

(iii) releases of lien from any subcontractor or material supplier that has given Landlord or Tenant a Notice to Owner pursuant to Florida law; and

(iv) as-built drawings of the Premises, with a list and description of all work performed by the contractors, subcontractors, and material suppliers.

5.4 Removal of Improvements and Fixtures. All leasehold improvements (other than unattached, movable trade fixtures which can be removed without damage to the Premises) shall at the expiration or earlier termination of this Lease become Landlord's property. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease; and Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, remove such of the leasehold improvements (except for improvements installed by Landlord prior to the Commencement Date) and trade fixtures in the Premises as Landlord shall require to be removed and restore the Premises to the condition existing prior to such removal. Tenant shall at its own expense repair any damage caused to the Premises by such removal. If Tenant does not remove its trade fixtures as the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable without any accounting to Tenant.

(a) 5.5 Liens. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises, by, through, or under Tenant so as to ensure that no lien is recorded against any portion of the Premises or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Premises or Landlord's interest therein is recorded and not discharged by Tenant as above required within fifteen (15) days following written notice to Tenant, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord has recorded or has the right to record in the public records of Miami-Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and materialmen performing work in or for or supplying materials to the Premises of the existence of said notice. In accordance with applicable laws of the State of Florida, Landlord may file in the appropriate Public Records, a public notice containing a true and correct copy of the following paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said prohibition.

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished to or for the Tenant. All contractors, subcontractors, mechanics, laborers, materialmen, and others who perform any work, labor or services, or furnish any materials, or otherwise participate in the improvement or alteration of the Property or Premises, are hereby given notice that Tenant is not authorized to subject Landlord's interest in the Property, or the Premises to any claim for mechanics', laborers' and materialmen's liens, and all persons dealing directly or indirectly with Tenant may not look to the Property or the Premises as security for payment.

5.6 Utilities. Tenant shall pay for all telephone, television, internet, sprinkler services, refuse and trash collection and other utilities and services used on the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. Tenant shall contract directly with the applicable utility provider for such services. In addition, janitorial and carting services shall not be provided by Landlord.

ARTICLE VI. INSURANCE AND INDEMNITY.

6.1 Tenant's Insurance. Tenant shall, throughout the Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(a) All risks property insurance (including fire, windstorm and extended coverage), naming Tenant and Landlord as insured parties, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord. Such insurance shall insure property of every kind owned by Tenant in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually.

(b) Comprehensive general liability insurance, with inclusive limits in the aggregate and per occurrence of not less than the amount specified in the Lease Summary; provide for severability of interests; and include Landlord and any mortgagee of Landlord as additional insureds.

(c) Worker's compensation and employees liability insurance in compliance with applicable legal requirements.

(d) Medical expense insurance (any one person) in the amount of \$10,000.

(e) Any other form of insurance which Tenant or Landlord, acting reasonably, requires from time to time in form, in amounts, and for risks against which a prudent tenant would insure.

Tenant shall deliver to Landlord copies of the insurance policies required under section 6.1 within five (5) days prior to the Commencement Date of this Lease, and Landlord shall have the right to approve the terms and conditions of said policies. Tenant's insurance policies shall not be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof. Tenant's insurance policies shall be issued by insurance companies authorized to do business in Florida, and said companies shall maintain during the policy term a "General Policyholder's Rating" of at least A and a financial rating of at least "Class X" (or such other rating as may be required by any lender having a lien on the Premises) as set forth in the most recent edition of "Best Insurance Reports." All insurance obtained by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Landlord and, at Landlord's option, the holder of any mortgage or deed of trust encumbering the Premises and any person or entity managing the Premises on behalf of Landlord, shall be named as an additional insured on all insurance policies Tenant is obligated to obtain by section 6.1 above. Tenant's insurance policies shall not include deductibles in excess of Five Thousand

Dollars (\$5,000).

6.2 Indemnity; Landlord's Exemption from Liability.

(a) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, and its employees, partners, agents, contractors, lenders and ground lessors (said persons and entities are hereinafter collectively referred to as the "Indemnified Parties") from and against any and all liability, loss, cost, damage, claims, loss of rents, liens, judgments, penalties, fines, settlement costs, investigation costs, the cost of consultants and experts, attorneys fees, court costs and other legal expenses, the effects of environmental contamination, the cost of environmental testing, the removal, remediation and/or abatement of the effects of hazardous substances described in section 3.4 herein, insurance policy deductibles and other expenses (hereinafter collectively referred to as "Losses") arising out of or related to an "Indemnified Matter" (as defined below). For purposes of this section 6.2, an "Indemnified Matter" shall mean any matter for which one or more of the Indemnified Parties incurs liability or Losses if the Losses arise out of or involve, directly or indirectly, Tenant's or its employees, agents, contractors or invitees (all of said persons or entities are hereinafter collectively referred to as "Tenant Parties") use or occupancy of the Premises or the Parking Lot, any act, omission or neglect of a Tenant Party, or any other matters for which Tenant has agreed to indemnify Landlord pursuant to any other provisions of this Lease. Tenant's obligations hereunder shall include, but shall not be limited to (a) compensating the Indemnified Parties for Losses arising out of Indemnified Matters within ten (10) days after written demand from an Indemnified Party and (b) providing a defense, with counsel reasonably satisfactory to the Indemnified Party, at Tenant's sole expense, within ten (10) days after written demand from the Indemnified Party, of any claims, action or proceeding arising out of or relating to an Indemnified Matter whether or not litigated or reduced to judgment and whether or not well founded. The Indemnified Parties need not first pay any Losses to be indemnified hereunder. Tenant's obligations under this Section shall survive the expiration or termination of this Lease unless specifically waived in writing by Landlord after said expiration or termination.

(b) Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to the merchandise, tenant improvements, fixtures, furniture, equipment, computers, files, automobiles, or other property of Tenant, Tenant's employees, agents, contractors or invitees, or any other person in or about the Premises or the Parking Lot, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors or invitees, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, theft, criminal activity at the Premises or the Parking Lot, negligent security measures, bombings or bomb scares, hazardous substances, fire, steam, electricity, gas, water or rain, flooding, breakage of pipes, sprinklers, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or the Parking Lot, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Premises or the Parking Lot, and regardless of whether the cause of the damage or injury arises out of Landlord's or its employees, agents or contractors negligent or intentional acts. Landlord shall not be liable for any damages arising from any act or neglect of any employees, agents, contractors or invitees of any other user of the Parking Lot, nor from the failure of Landlord to enforce the provisions of the lease of any other user of the Parking Lot.

Tenant, as a material part of the consideration to Landlord hereunder, hereby assumes all risk of damage to Tenant's property or business or injury to persons, in, upon or about the Premises or the Parking Lot arising from any cause, including Landlord's negligence or the negligence of its employees, agents or contractors, and Tenant hereby waives all claims in respect thereof against Landlord, its employees, agents and contractors.

6.3 Landlord's Insurance. Landlord shall throughout the Term carry: (i) "all risks" insurance on the Premises and the machinery and equipment contained therein or servicing the Premises and owned by Landlord (excluding any property with respect to which Tenant is obliged to insure pursuant to this Lease); (ii) public liability and property damage insurance with respect to Landlord's operations in the Premises and/or Parking Lot; and (iii) such other forms of insurance as Landlord or its mortgagee reasonably considers advisable. Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a similar building, having regard to size, age, and location.

6.4 Waiver of Subrogation. Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of the standard fire and extended coverage insurance policies referred to in this Lease, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees.

ARTICLE VII. DAMAGE AND DESTRUCTION.

7.1 Damage to Premises. In the event the Premises (or a material portion thereof) shall be destroyed or so damaged or injured by fire or other casualty during the Term, whereby the same shall be rendered untenable, then Landlord may, within sixty (60) days of such occurrence, terminate this Lease or any renewal thereof as of the date of casualty. If Landlord does not elect to terminate this Lease, Landlord shall cause the Premises to be repaired (except as to any improvements made by Tenant) within two hundred seventy (270) days from the date of casualty. If said Premises are not rendered tenantable within said time (subject to any delay caused by a force majeure), either party shall have the option to cancel this Lease by written notice to the other. Landlord shall notify Tenant promptly after a casualty as to whether Landlord elects to cancel the Lease or to cause the Premises to be repaired. In the event the Lease is terminated or cancelled as herein provided, Rent shall be paid only to the date of such fire or casualty. During any time that the Premises are untenable due to causes set forth in this section, the Rent or a just and fair proportion thereof shall be abated. Notwithstanding the foregoing, should the cause of such damage, destruction or injury to the Premises originate from the Premises or occur by reason of the negligence of Tenant or any employee, agent, licensee, patron or invitee of Tenant, Tenant shall not have the right to cancel this Lease and no abatement of Rent shall occur. As to such tenant damage, Landlord shall have the right, but not the obligation, to render the Premises tenantable. If Landlord elects to repair said damage and render the Premises tenantable, all available insurance proceeds for the cost thereof shall be paid

to Landlord, and the balance of the cost of such repairs shall be paid by Tenant when due. If Landlord elects not to repair such tenant damage, Tenant shall make such repairs pursuant to section 5.1 and shall be entitled to any insurance proceeds received in respect to the cost thereof. Landlord shall have no liability for loss or interruption of business, or any inconvenience or annoyance to Tenant occasioned by the casualty or arising from any repair of any portion of the Premises.

ARTICLE VIII. ASSIGNMENT, SUBLEASES, AND TRANSFERS.

8.1 Transfer by Tenant.

(a) Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord, which may be withheld in the Landlord's sole and absolute discretion. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease (including, without limitation, the right to use the Parking Spaces) or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation, limited liability company or a partnership, the transfer of a controlling interest in the stock, membership interests or partnership interests, as applicable. If there is a permitted Transfer, Landlord may collect rent or other payments from the transferee and apply the net amount collected to the payments required to be paid pursuant to this Lease but no acceptance by Landlord of any payments by a transferee shall be deemed a waiver of any provisions hereof regarding Tenant. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the rent pursuant to such Transfer exceeds the Rent payable under this Lease, the amount of such excess shall be paid to Landlord. If, pursuant to a permitted Transfer, Tenant receives from the transferee, either directly or indirectly, any consideration other than Minimum Rent and Additional Rent for such Transfer, either in the form of cash, goods or services, Tenant shall, upon receipt thereof, pay to Landlord an amount equivalent to such consideration.

(b) If Tenant requests Landlord's consent to a Transfer, Tenant shall submit to Landlord (i) financial statements for the proposed transferee, (ii) a copy of the proposed assignment or sublease, and (iii) such other information as Landlord may reasonably request. After Landlord's receipt of the required information and documentation, Landlord shall either: (1) consent or refuse consent to the Transfer in writing; (2) in the event of a proposed assignment of this Lease, terminate this Lease effective the first to occur of ninety (90) days following written notice of such termination or the date that the proposed Transfer would have come into effect; and (3) in the event of a proposed subletting, terminate this Lease with respect to the portion of the Premises which Tenant proposes to sublease effective the first to occur of ninety (90) days following written notice of such termination or the date the proposed Transfer would have come into effect. Tenant shall pay Landlord a review fee of \$1,000.00 for Landlord's review of any proposed Transfer. In addition, Tenant shall reimburse Landlord for its actual reasonable costs and expenses (including, without limitation, reasonable attorney's fees) incurred by Landlord in connection with Landlord's review of such proposed Transfer. Any

assignment or sublease approved by Landlord shall be evidenced by a written agreement in form reasonably approved by Landlord, and any approved assignment shall contain assignee's assumption of Tenant's obligations hereunder, and if required by Landlord, Landlord's consent to the assignment or sublease shall be executed by Tenant and the proposed transferee. Any sublease shall be expressly subject to the terms and conditions of this Lease.

8.2 Assignment by Landlord. Landlord shall have the unrestricted right to sell, lease, convey, or otherwise dispose of the Premises, Parking Lot or any part thereof and this Lease or any interest of Landlord in this Lease to the extent that the purchaser or assignee from Landlord assumes the obligations of Landlord under this Lease. In such event, Landlord shall thereupon and without further agreement be released of all further liability under this Lease. If Landlord sells its interest in the Premises, it shall deliver the security deposit to the purchaser and Landlord will thereupon be released from any further liability with respect to the security deposit or its return to Tenant and the purchaser shall become directly responsible to Tenant.

ARTICLE IX. DEFAULT

9.1 Defaults. Landlord and Tenant hereby agree that the occurrence of any one or more of the following events is a default by Tenant under this Lease and that said default shall give Landlord the rights described in section 9.2. Landlord or Landlord's authorized agent shall have the right to execute and to deliver any notice of default, notice to pay rent or quit or any other notice Landlord gives Tenant. This Lease shall be construed as though the covenants contained herein are independent and not dependent and Tenant hereby waives the benefit of any statute to the contrary. All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions.

(a) Tenant's failure to make any payment of Rent required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) following the date due.

(b) The abandonment of the Premises by Tenant, in which event Landlord shall not be obligated to give any notice of default to Tenant.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant (other than those referenced in sections 9.1(a) and (b)), where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's nonperformance is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter cures such nonperformance within thirty (30) days following the date of Landlord's initial written notice to Tenant of such nonperformance. In the event that Landlord serves Tenant with a notice to quit or any other notice pursuant to applicable unlawful detainer statutes, said notice shall also constitute the notice required by this section 9.1(c).

(d) The making by Tenant or any guarantor of Tenant's obligations hereunder of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant or any guarantor becoming a "debtor" as defined in 11 U.S.C. 101 or any successor

statute thereto (unless, in the case of a petition filed against Tenant or guarantor, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or (v) the insolvency of Tenant. In the event that any provision of this section 9.1(d) is unenforceable under applicable law, such provision shall be of no force or effect.

(e) The discovery by Landlord that any financial statement, representation or warranty given to Landlord by Tenant, or by any guarantor of Tenant's obligations hereunder, was materially false at the time given. Tenant acknowledges that Landlord has entered into this Lease in material reliance on such information.

(f) If Tenant is a corporation, partnership, limited liability company or similar entity, the dissolution or liquidation of Tenant.

(g) If Tenant's obligations under this Lease are guaranteed: (i) the death of a guarantor, (ii) the termination of a guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a guarantor's refusal to honor the guaranty, or (v) a guarantor's breach of its guaranty obligation on an anticipatory breach basis.

9.2 Remedies. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(a) terminate Tenant's right to possession of the Premises and use of the Parking Lot. Upon any such termination, Tenant shall immediately surrender possession of the Premises to Landlord. Landlord reserves all rights and remedies available to it pursuant to the terms and conditions of this Lease as well as under applicable law. Tenant hereby grants Landlord the full and free right to enter the Premises with or without process of law. Tenant releases Landlord of any liability for any damage resulting therefrom and waives any right to claim damage for such re-entry. Tenant also agrees that Landlord's right to re-lease or any other right given to Landlord as a consequence of Tenant's default hereunder or by operation of law is not relinquished. On termination of Tenant's right of possession, Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent which had been earned at the time of the termination; (ii) the amount by which the Rent which would have been earned after termination until the time of the award exceeds the amount of any rental, if any, received for the Premises during such time period; (iii) the amount by which the unpaid Rent for the balance of the Term of the Lease after the time of award exceeds the amount of any rent to be received (net of re-letting expenses as described below) from any replacement tenant occupying the Premises at the time of the award, or, if the Premises are not occupied at the time of the award by a rent-paying replacement tenant, the full amount of the Rent to be earned hereunder for the balance of the Term of the Lease discounted to net present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default by Landlord's then existing mortgagee or, if there is no mortgagee, by any national banking association chosen by Landlord; and provided further, however, that Landlord shall repay to Tenant the excess of the foregoing amount over any Rent received for the

Premises during the balance of the Term (net of reletting expenses as described below) similarly discounted; and (iv) at the time of the award any other amount necessary to compensate Landlord for all the damage proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would likely result therefrom, including but not limited to, all costs and expenses attributable to recovering possession of the Premises, re-letting expenses (including the costs and expenses of any necessary repairs, renovations and alterations to the Premises), costs of carrying the Premises (including but not limited to, Landlord's payment of real property taxes and insurance premiums), actual legal fees and associated costs and expenses, the unamortized portion of all brokerage commissions paid in connection with this Lease and all costs of tenant improvements (amortized without interest on a straight line basis over the initial Term), and reimbursement of any deferred rent or other Lease execution inducement.

(b) maintain Tenant's right of possession in which event Landlord shall have the remedy which permits Landlord to continue this Lease in effect after Tenant's breach and abandonment and recover Minimum Rent and Additional Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises, or removal or storage of Tenant's personal property, shall not constitute a termination of Tenant's right to possession or act as an acceptance of any surrender of the Premises. Landlord shall not be required to accept a tenant: (i) that does not otherwise meet Landlord's financial and other criteria, nor (ii) a tenant who intends to make a use other than the use permitted by the Lease.

(c) collect sublease rents (or appoint a receiver to collect such rent) and otherwise perform Tenant's obligations at the Premises, it being agreed, however, that the appointment of a receiver for Tenant shall not constitute an election by Landlord to terminate this Lease.

(d) pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

(e) No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The expiration or termination of this Lease and/or the termination of Tenant's right to possession of the Premises and use of the Parking Lot shall not relieve Tenant of liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Tenant's occupancy of the Premises.

(f) If Tenant abandons or vacates the Premises, Landlord may re-enter the Premises and such re-entry shall not be deemed to constitute Landlord's election to accept a surrender of the Premises or to otherwise relieve Tenant from liability for its breach of this Lease. No surrender of the Premises shall be effective against Landlord unless Landlord has entered into a written agreement with Tenant in which Landlord expressly agrees to (i) accept a surrender of the Premises and (ii) relieve Tenant of liability under the Lease. The delivery by Tenant to Landlord of possession of the Premises shall not constitute the termination of the Lease or the surrender of the Premises.

9.3 Costs. Tenant shall pay to Landlord on demand all costs incurred by Landlord,

including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall be also liable to Landlord for the reasonable expenses to which Landlord may be put in reentering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing); and any other expenses reasonably incurred by Landlord. Notwithstanding anything to the contrary contained in this Lease, in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Premises, the prevailing party shall be entitled to recover its costs and expenses incurred In such litigation, including attorneys' fees, at all levels, including appeals.

9.4 Additional Remedies; Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and nonexclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.5 Default by Landlord. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Landlord fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof. Notwithstanding any provision of this Lease, Landlord shall not at any time have any personal liability under this Lease. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Premises, and in no event shall any deficiency judgment be sought or obtained against Landlord.

ARTICLE X. ESTOPPEL CERTIFICATE; SUBORDINATION

10.1 Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall deliver in a form supplied by Landlord, an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which Landlord shall request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

10.2 Subordination; Attornment. This Lease and all rights of Tenant shall be subject

and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Premises and/or Parking Lot), from time to time in existence against the Premises and/or Parking Lot, whether now existing or hereafter created; provided, however, that, so long as no default or event which, with the passing of time or giving of notice would constitute a default, exists under this Lease, any such lender or ground lessor shall not disturb Tenant's possession of the Premises or use of the Parking Lot in connection therewith by joining Tenant as a defendant in a foreclosure or eviction proceeding. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by the Landlord, its lender, or ground lessor. Tenant shall, if requested by such mortgagee, owner, or purchaser, or by any person succeeding to the interest of such mortgagee, owner, or purchaser, as the result of the enforcement of the remedies provided by law or the applicable security instrument held by such mortgagee, owner, or purchaser, automatically become the tenant of any such mortgagee, owner, purchaser, or successor in interest, without any change in the terms or other provisions of this Lease; provided, however, that said mortgagee, owner, purchaser, or successor shall not be bound by (a) any payment of Rent for more than one month in advance, or (b) any security deposit or the like not actually received by such mortgagee, owner, or purchaser, or successor, or (c) any amendment or modification in this Lease made without the consent of such mortgagee, owner, purchaser, or successor, or (d) any construction obligation, free rent, or other concession of monetary allowance, or (e) any set-off, counterclaim, or the like otherwise available against Landlord, or (f) any act or omission of any prior landlord (including Landlord). Upon request by said mortgagee, owner, or purchaser, or successor, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

ARTICLE XI. CONTROL OF BUILDING BY LANDLORD

11.1 Use and Maintenance of the Parking Lot. Tenant and those doing business with Tenant for purposes associated with Tenant's business on the Premises, shall have a nonexclusive license to use the Parking Lot for its intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. Landlord shall keep the Parking Lot in good repair and condition and shall clean the Parking Lot when necessary, in Landlord's reasonable discretion. Subject to all of the terms, provisions, covenants, and conditions contained herein, Tenant shall have the right to use the unassigned parking spaces indicated in the Lease Summary in the Parking Lot, and Tenant shall not occupy spaces in excess of the number granted in the Lease Summary. Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the Parking Lot. Tenant acknowledges that the Parking Lot shall at all times be under the exclusive control and management of Landlord. Notwithstanding anything herein to the contrary, Landlord shall have the right to designate certain parking spaces within the Parking Lot for the exclusive use of the tenant(s) of Landlord's nearby properties. Tenant shall observe all reasonable rules and regulations established by Landlord from time to time for the use of the Parking Lot. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "C".

11.2 Alterations by Landlord. Landlord may (i) alter, add to, subtract from, construct improvements on, rearrange, and construct additional facilities in, adjoining, or proximate to the Premises; (ii) relocate the facilities and improvements in or comprising the Premises or erected on the land; (iii) do such things on or in the Premises as required to comply with any laws, bylaws, regulations, orders, or directives affecting the land or any part of the Premises; and (iv) do such other things on or in the Premises as Landlord, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this section 11.2, access to the Premises shall be available at all times. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing.

ARTICLE XII. CONDEMNATION.

12.1 Total or Partial Taking. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the Rent shall be paid up to the Taking Date with a proportionate refund by Landlord of any Rent paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay Rent up to the Taking Date, with appropriate credit by Landlord (toward the next installment of Rent due from Tenant) of any Rent paid for a period subsequent to the Taking Date. Rent payable to Landlord shall be reduced in proportion to the amount of the Premises taken.

12.2 Taking For Temporary Use. If there is a taking of the Premises for temporary use, this Lease shall continue in full force and effect, and tenant shall continue to comply with Tenant's obligations under this Lease, except to the extent compliance shall be rendered impossible or impracticable by reason of the taking. Rent payable to Landlord shall be reduced in proportion to the amount of the Premises taken for the period of such temporary use.

12.3 Award. All compensation awarded or paid upon a total or partial taking of the Premises including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

ARTICLE XIII. GENERAL PROVISIONS.

13.1 Delay. Except as expressly provided in this Lease, whenever Landlord or Tenant is delayed in the fulfillment of any obligation under this Lease, other than the payment of Rent, by an unavoidable occurrence which is not the fault of the party delayed in performing such

obligation, then the time for fulfillment of such obligation shall be extended during the period in which such circumstances operate to delay the fulfillment of such obligation.

13.2 Holding Over. If Tenant remains in possession of the Premises after the end of the Term without having executed and delivered a new lease or an agreement extending the Term, there shall be no tacit renewal of this Lease or the Term, and Tenant shall be deemed to be occupying the Premises as a Tenant from month to month at a monthly Minimum Rent payable in advance on the first day of each month equal to twice the monthly amount of Minimum Rent payable during the last month of the Term, and otherwise upon the same terms as are set forth in this Lease, so far as they are applicable to a monthly tenancy.

13.3 Waiver; Partial Invalidity. If either Landlord or Tenant excuses or condones any default by the other of any obligation under this Lease, this shall not be a waiver of such obligation in respect of any continuing or subsequent default and no such waiver shall be implied. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any such provision is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

13.4 Recording. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord.

13.5 Notices. All notices required or permitted by this Lease shall be in writing and may be delivered (a) in person (by hand, by messenger or by courier service), (b) by U.S. Postal Service certified mail, return receipt requested, or (c) by U.S. Postal Service Express Mail, Federal Express or other overnight courier and shall be deemed sufficiently given if served in a manner specified in this section 13.5. Any notice permitted or required hereunder, and any notice to pay rent or quit or similar notice, shall be deemed personally delivered to Tenant on the date the notice is personally delivered to any employee of Tenant at the Premises. The addresses set forth in the Lease Summary shall be the address of each party for notice purposes. Landlord or Tenant may by written notice to the other specify a different address for notices purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for the purpose of mailing or delivering notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereinafter designate by written notice to Tenant. Any notice sent by certified mail, return receipt requested, shall be deemed given three (3) days after deposited with the U.S. Postal Service. Notices delivered by U.S. Express Mail, Federal Express or other courier shall be deemed given on the date delivered by the carrier to the appropriate party's address for notice purposes. If notice is received on Saturday, Sunday or a legal holiday, it shall be deemed received on the next business day. Nothing contained herein shall be construed to limit Landlord's right to serve any notice to pay rent or quit or similar notice by any method permitted by applicable law, and any such notice shall be effective if served in accordance with any method permitted by applicable law whether or not the requirements of this section have been met. Tenant hereby elects domicile at the Premises for the purpose of service of all notices, writs of summons or other legal documents or

process in any suit, action or proceeding which Landlord or any mortgagee may undertake under this Lease. Notice from Landlord may be given to Tenant by Landlord or Landlord's agent or attorney.

13.6 Successors; Joint and Several Liability. The rights and liabilities created by this Lease extend to and bind the successors and assigns of Landlord and the heirs, executors, administrators, and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee unless such Transfer complies with the provisions of Article VIII. If there is at any time more than one Tenant or more than one person constituting Tenant, their covenants shall be considered to be joint and several and shall apply to each and every one of them.

13.7 Captions and Section Numbers. The captions, section numbers, and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way affect the substance of this Lease.

13.8 Extended Meanings. The words "hereof", "hereto", "hereunder", and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This Lease shall be read with all changes in number and gender as may be appropriate or required by the context. Any reference to Tenant includes, when the context allows, the employees, agents, invitees, and licensees of Tenant and all others over whom Tenant might reasonably be expected to exercise control. This Lease has been fully reviewed and negotiated by each party and their counsel and shall not be more strictly construed against either party.

13.9 Entire Agreement; Governing Law; Time. The paragraph headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof. No waiver, modification, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. Any provision of this Lease which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. The parties agree that Miami-Dade County, Florida shall be the sole and exclusive venue for any dispute relating to or arising out of this Lease and hereby waive any other venue. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Time is of the essence of this Lease.

13.10 No Partnership. Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

13.11 Quiet Enjoyment. If Tenant pays rent and other charges and fully observes and performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

13.12 Brokerage. Landlord and Tenant each represent and warrant one to the other that except as set forth in the Lease Summary, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord recognizes the broker(s) specified in the Lease Summary as the sole broker(s) with whom Landlord has dealt in this transaction and agrees to pay any commissions determined to be due said broker(s) per separate agreement.

13.13 Guaranty. The payment and performance of all of Tenant's obligations under the terms and provisions of this Lease are unconditionally guaranteed by the Guarantor(s), if any, identified on the Lease Summary pursuant to a Guaranty of Lease in favor of Landlord of even date herewith.

13.14 Trial By Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises. Tenant further agrees that it shall not interpose any non-compulsory counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of Rent or any other payment required of Tenant hereunder.

13.15 Radon. 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 testing may be obtained from your County Public Health Unit. Section 404.056(5), Florida Statutes.

13.16 Mold. Tenant hereby (a) assumes the risks associated with Mold and/or a Mold Condition, (b) waives any claim or cause of action against Landlord arising out of the existence of Mold or a Mold Condition in the Premises, and (c) releases the Landlord from any and all liabilities resulting from same. Tenant also agrees to maintain the Premises in a manner which does not promote or further the development of Mold or a Mold Condition, including, but not limited to blocking the HVAC system and spilling liquids. As used herein, (y) "Mold" means mold, mildew, fungus or other potentially dangerous organisms in amounts sufficient to create a health risk to humans, and (z) "Mold Condition" means the presence or suspected presence of Mold or any condition(s) that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, or discoloration of walls, ceilings or floors.

13.17 Security. Landlord and Tenant hereby agree that Landlord does not assume and has no duty to provide security in and about the Premises or the Parking Lot for protection of Tenant, its employees, agents, visitors, invitees or licensees from foreseeable criminal acts or criminal activity of any kind or nature whatsoever. Tenant hereby assumes all responsibility to provide security to protect Tenant, its employees, agents, visitors, invitees or licensees from and against all such foreseen or unforeseen criminal acts. Any provision of security services by Landlord shall not be construed as an assumption by Landlord of any duty to provide security and such services. Landlord may discontinue such services at any time at Landlord's election without liability to Tenant or any third party.

13.18 OFAC Compliance/Patriot Act. Tenant represents and warrants that (a) neither Tenant nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "**Prohibited Person**") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "**Executive Order**") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) Tenant's activities do not violate the International Money Laundering Abatement and Financial AntiTerrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "**Money Laundering Act**") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**Patriot Act**"), and (c) throughout the Term of this Lease Tenant shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

13.19 Rents From Real Property. Landlord and Tenant agree that all Rent payable by Tenant to Landlord shall qualify as rents from real property within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the U.S. Department of Treasury Regulations promulgated thereunder (the "**Regulations**"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as rents from real property for the purposes of the Code and the Regulations, Tenant agrees to cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all Rent as rents from real property; provided, however, that any adjustments required pursuant to this paragraph shall be made so as to produce the equivalent Rent (in economic terms) payable prior to such adjustment.

13.20 Authority. If Tenant signs as a corporation, execution hereof shall constitute a representation and warranty by Tenant that Tenant is a duly organized and existing corporation, that Tenant has been and is qualified to do business in the State of Florida and in good standing with the State of Florida, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate action.

13.21 Counterparts. This Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument. This Lease shall not be effective unless and until the same has been

executed and delivered by all parties hereto whether in one or more counterparts. To facilitate execution of this Lease, the parties may execute and exchange counterparts of signature pages by electronic signature in accordance with Florida law.

[Signatures to Lease on following page]

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

WITNESSES:

LANDLORD:

Doral Office Space, LLC., a Florida Limited Liability Company

Name:

By:_____
Name:_____
Title_____

Name:

TENANT:

New Tenant Company

Name:

By:_____
Name:_____
Title_____

Name:

[CORPORATE SEAL]

EXHIBIT "A"

Description of Premises

EXHIBIT "B"

Legal Description of Parking Lot

Same

EXHIBIT "C"

Rules and Regulations

PARKING LOT RULES

Tenant shall faithfully observe and comply with the following Rules and Regulations:

1. Users of the Parking Lot will obey all posted signs and park only in the areas designated for vehicle parking. Tenant and its customers, employees, shippers and invitees shall comply with all rules and regulations adopted by Landlord from time to time relating to truck parking and/or truck loading and unloading.
2. Tenant appoints Landlord as its attorney-in-fact to remove any of Tenant's vehicles which are improperly parked, and Tenant shall not hold Landlord responsible for any actions whatsoever which may arise from such removal. Only Landlord has the right to enforce parking rules and may at its option have vehicles removed from Parking Lot at Tenant's expense and/or place an "Improper Parking" sticker on the vehicle's window as a warning of the vehicle being improperly parked and subject to removal.
3. Landlord reserves the right to relocate all or a part of parking spaces within the Parking Lot.
4. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the Parking Lot.
5. The maintenance, washing, waxing or cleaning of vehicles in the Parking Lot is prohibited.
6. Tenant shall be responsible for seeing that all of its employees, agents, contractors and invitees comply with the applicable parking rules, regulations, laws and agreements.
7. Disabled vehicles, nonoperational vehicles, trailers, or vehicles with "For Sale" signs, shall not be permitted on the Parking Lot. Tenant hereby acknowledges and agrees that it will allow only licensed, registered vehicles to be parked in the Parking Lot. The Parking Lot shall not be used for the storage or repair of automobiles or for any other vehicle, supplies or materials. Parking shall be on a first-come, first-served basis. Tenant, if it requires additional parking spaces other than the parking spaces provided to the Tenant in the Parking Lot, shall be required to secure off-site parking.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and/or the Parking Lot. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

LIMITED GUARANTY OF LEASE

THIS LIMITED GUARANTY OF LEASE is made as of _____, 2025, by New Tenant Name, an individual (the “**Guarantor**”) in favor of Doral Office Space, LLC, a Florida Limited Liability Company (the “**Landlord**”).

WITNESSETH:

In order to induce Landlord to demise to **New Tenant Company**, a Florida Limited Liability Company (hereinafter with its successors and assigns referred to as the “**Tenant**”), certain premises located at 9600 NW 25th Street, Suite #, Doral, Florida 33172 (the “**Premises**”), and being described in and pursuant to that certain Lease between Tenant and Landlord dated of even date herewith (which lease together with any and all modifications, amendments and extensions, is hereinafter referred to as the “**Lease**”), the undersigned Guarantor hereby agrees as follows:

1. Subject to the terms of Section 2 below, Guarantor unconditionally guarantees to Landlord Tenant’s full and punctual performance and observance of all terms, covenants and conditions contained in the Lease on Tenant’s part to be kept, performed or observed (collectively, the “**Obligations**”). Guarantor waives notice of any breach or default by Tenant. If, at any time, default shall be made by Tenant in the performance or observance of any of the terms, covenants or conditions contained in the Lease on Tenant’s part to be kept, performed or observed, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. Provided that Landlord has received no less than thirty (30) days prior written notice specifying the Surrender Date (as hereinafter defined) and upon receipt by Landlord of all Rent and any other monies due from the Tenant through the Surrender Date, all keys to the Premises, and Tenant having left the Premises in broom-clean, vacant condition, free of subtenants, occupants or any claims to possession or occupancy by third parties and otherwise in the condition required by the Lease (the date all of the foregoing are fully satisfied and complied with being the “**Surrender Date**”), then Guarantor shall be released from all individual liability with respect to any Obligations arising or accruing after the Surrender Date, but Guarantor shall continue to remain liable for (i) all Obligations which arose or accrued on or prior to the Surrender Date, and (ii) all reasonable expenses (including, without limitation, counsel fees and disbursements) incurred by Landlord in enforcing any rights under this Guaranty or the Obligations.

3. Landlord may waive any of the terms or conditions of the Lease, or give any consent to any manner or thing relating to the Lease, or grant any indulgences or extensions of time to Tenant, all without notice to Guarantor and without releasing the obligations of Guarantor hereunder.

4. The obligations of Guarantor hereunder shall not be released or diminished by: (a a) Landlord’s receipt, application or release of security given for the performance and observance of covenants and conditions contained in the Lease on Tenant’s part to be performed or observed; nor (b b) any reletting of the Premises or any related action taken by Landlord in accordance with the terms of the Lease; nor (c c) Landlord’s release of any other guarantor(s) of the obligations of Tenant under the Lease; nor (d d) any modification or renewal or extension of the Lease or any change in the size or location of the Premises agreed to by Tenant, but in case of any such modification or change, the liability of Guarantor shall be deemed modified in accordance with the terms of any such modification of the Lease or change in the Premises.

5. The liability of Guarantor hereunder shall not be affected in any way by: (e e) the release or discharge of Tenant in any insolvency, receivership, bankruptcy or other proceedings; nor (f f) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant’s liability under the Lease, resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute or from any decision in any court; nor (g g) the rejection or disaffirmance of the Lease in any such proceedings; nor (h h) the assignment or transfer of the Lease by Tenant; nor (i i) any subletting of all or any part of the Premises, with or without the consent of Landlord; or (j j) any disability or other defense of Tenant; nor (k k) the cessation of the liability of Tenant from any cause whatsoever.

6. Until all the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (l l) subordinates and postpones any liability or indebtedness of Tenant, now or hereafter owing to or held by Guarantor, to the obligations of Tenant to Landlord under the Lease; and (m m) grants Landlord a security interest in all of Guarantor's rights to receive payment of any such liability or indebtedness of Tenant or to receive any distributions or dividends from Tenant, all as security for the full performance and observance of Tenant's obligations under the Lease and Guarantor's obligations hereunder.

7. No payments or acts of performance by Guarantor under this Guaranty shall in any way or at any time entitle Guarantor to any right, claim or cause of action against Tenant, or to any right, title or interest in or to Tenant's rights under the Lease or any rights of Landlord, and Guarantor hereby waives, for the benefit of Landlord and Tenant, any and all such rights (whether arising by way of subrogation, exoneration, reimbursement, participation, assignment, judicial decision, statute, constitutional provision, or otherwise) which Guarantor might otherwise have had in the absence of this waiver and which would have otherwise entitled Guarantor to be a "creditor" of Tenant under the provisions of the U.S. Bankruptcy Code (Title 11, U.S. Code) or any other bankruptcy or insolvency law.

8. Guarantor and Landlord hereby voluntarily, knowingly and intentionally WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY in any legal action or proceeding arising under or in connection with this Guaranty or the Lease or concerning the Premises or pertaining to any transaction related to or contemplated in the Lease, regardless of whether such action or proceeding concerns any contractual or tortious or other claim. Guarantor acknowledges that this waiver of jury trial is a material inducement to Landlord in accepting this Guaranty, that Landlord would not have accepted this Guaranty without this jury trial waiver, and that Guarantor has been represented by an attorney or has had an opportunity to consult with an attorney regarding this Guaranty and understands the legal effect of this jury trial waiver.

9. In any action or proceeding brought in connection with the Lease or this instrument: (n n) Landlord shall be entitled to recover Landlord's costs and expenses, including reasonable attorney's fees; (o o) Guarantor submits to the jurisdiction of the state and federal courts in the State of Florida; (p p) the venue of any such action or proceeding may at Landlord's option be laid in Miami-Dade County, Florida, and Guarantor waives any claim that the same is an inconvenient forum; and (d) Guarantor waives the right to interpose any set-off or non-compulsory counterclaim, or to plead laches or any statute of limitation as a defense, or (to the extent the same may be lawfully waived) to take advantage of any other provision of law which would otherwise benefit Guarantor. The foregoing shall not be deemed to limit Landlord's right to effect service of process in any other lawful manner or to bring any such action or proceeding in any other forum permitted by law.

10. This instrument is a continuing guarantee and shall apply to the Lease, to any extension or renewal thereof, if any, and to any holdover term following the original term or any such extension or renewal.

2 2. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

12. If the Lease is guaranteed by more than one party, their obligations shall be joint and several, and the release of one of such Guarantors shall not release any other of such Guarantors.

13. This instrument shall be binding upon Guarantor and Guarantor's heirs, personal representatives, successors and assigns, and this instrument shall inure to the benefit of Landlord and Landlord's successors and assigns.

[Signatures to LIMITED GUARANTY OF LEASE on following page]

WITNESS the due execution hereof as of the date first written above.

Signed, sealed and delivered in the presence
of:

GUARANTOR:

Print Name: _____

Print Name: New Tenant Name

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing Guaranty of Lease was acknowledged before me this ____ day of June, 2025 by New Tenant Name individually. She personally appeared before me, is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____