

COMMERCIAL LEASE AGREEMENT

1. **PARTIES.** This lease is made between **DESTINATION OFFICE SUITES, LLC**, of 12211 Regency Village Dr Ste 13, Orlando, Florida 32821, as Landlord, and _____, a Corporation, whose mailing address is _____, _____, as Tenant.

2. **PREMISES.** Landlord, by this agreement, leases to Tenant and Tenant, by this agreement leases from Landlord, the real property, referred to below as the Premises, known as Suite _____, 7550 Futures Drive, Orlando County of *Orange*, State of Florida, 32819, consisting of approximately _____ square feet of improved office space.

3. **TERM.** The Premises are leased for a term of _____ months to commence on the _____ day of _____, 20_____, and ending on _____ day of _____, 20_____, to continue, or on such earlier time and date as this lease may terminate as provided below. Provided Tenant shall have performed all of its obligations under this lease and shall not then be in default, tenant shall have the option to renew this lease for 1 additional 1 year period(s). Tenant shall notify Landlord of its exercise of this renewal option or notice to vacate at least 60 days prior to commencement of the renewal term.

4. **BASE RENT.** The total *annual* base rent during the first lease year is the sum of \$_____, which sum is payable in equal monthly installments of \$_____, plus additional rent as hereinafter defined, and applicable sales tax (or such other taxes as may from time to time be imposed on the payment of rent), in advance, on the first day of each calendar month during the term. The total annual base rent shall increase on the anniversary of each lease year, including renewals, modifications, and extensions thereof, by four percent (4%) of prior year base rent, payable in equal monthly installments. All amounts payable to Landlord by Tenant under this lease shall constitute either base rent or additional rent. Any monthly rent installment paid more than five (5) days late shall include a five percent late fee. Tenant shall pay over and deliver to Landlord on execution of this lease the first month base rent with sales tax and security deposit.

5. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord on the execution of this lease the sum of \$_____ as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the Premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any Tenant default, Tenant shall forthwith upon demand deposit with Landlord the amount applied so that Landlord shall have the full security deposit on hand at all times during the term of this lease. Unless otherwise required by law, Landlord shall not be obligated to segregate Tenant's security deposit but may commingle the said deposit with its other funds, nor shall Landlord be required to maintain the said deposit in an interest bearing account. Landlord shall return the security deposit, or such part of it to which Tenant is legally entitled, to Tenant within 30 business days of expiration or other termination of this lease.

6. **USE & OCCUPANCY.** Tenant shall use and occupy the Premises for the purpose of *general business office use*, and for none other. Tenant accepts possession of the Premises in its present "as is" condition. **Compliance with any and all zoning, use, and other legal requirements applicable to the operation of Tenant's business shall be Tenant's sole responsibility.** In no event shall Tenant engage in, permit or condone any unlawful activity on the Premises.

7. **INSURANCE.** (A) Landlord shall be responsible for casualty insurance on the real property of which the Premises constitutes a part. (B) Tenant shall, at its sole expense, secure and maintain throughout the term of this lease, all risk coverage at replacement value, with respect to any and all furnishings, fixtures, equipment, and other Tenant improvements located or hereafter located on the Premises, with Landlord named as an additional insured or loss payee. Evidence of such insurance, and each renewal thereof, shall promptly be furnished to Landlord. (C) Tenant shall furnish Landlord with a certificate of insurance issued by an insurer licensed to do business in the state of Florida, evidencing issuance of a general commercial liability policy providing coverage of at least US\$1,000,000 per occurrence (US\$500,000 bodily injury per person), US\$300,000.00 in property damage, and aggregate coverage of \$2,000,000. Such policy shall be purchased at Tenant's sole expense and show Landlord as an additional named insured. **The said certificate for the first lease year shall be delivered to Landlord on or before the possession date, and for each renewal year thereafter. No such policy shall be canceled by the insurer without at least 30 days written notice to Landlord and Owner.** (D) **In the event Tenant fails to procure or maintain any insurance coverage required by this lease to be maintained by Tenant or fails to furnish evidence thereof to Landlord, then Landlord may, upon ten days' prior notice to Tenant, procure such coverage at Tenant's expense, the cost of which shall be payable on demand by Tenant as additional rent.**

8. **TAXES.** Real property taxes and assessments are the responsibility of Landlord.

9. **UTILITIES.** Tenant shall promptly pay the cost of all separately metered utilities that serve the Premises, including, without limitation, the cost of all electric service, and telephone service. To the extent the utilities or services supplied to the Premises are billed to or contracted with the Tenant, the Tenant shall pay all such sums directly to the company or other party providing such services. Such utility accounts shall be maintained solely in Tenant's name during the term of this lease.

10. **PLACE FOR PAYMENT OF RENT.** Tenant shall pay rent, and any additional rent, to Landlord at Landlord's above-stated address, via online, or at such other place as Landlord may from time to time designate in writing, without demand and without counterclaim, deduction, or setoff.

11. **CARE AND REPAIR OF PREMISES.** Tenant shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of federal, state, and municipal governments or any of their agencies or departments. Tenant shall,

throughout the lease term, take good care of the Premises and fixtures, appurtenances, doors and windows, and mechanical equipment servicing the Premises, excepting that which may be covered by applicable warranty, and, at its sole cost and expense, make all non-structural repairs thereto and perform maintenance thereon as and when needed to preserve them in good working order and condition, reasonable wear and tear from use and damage from the elements, fire or other casualty excepted. Notwithstanding the foregoing, all damage or injury to the Premises or to any other part of the building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, its servants, employees, invitees or licensees, shall be repaired by the Tenant at its sole expense to the satisfaction of Landlord reasonably exercised. Tenant shall also repair all damage to the building and the Premises caused by the moving of Tenant's fixtures, furniture or equipment.

12. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS.** Tenant shall not make any alterations, additions or improvements in, to, or about the Premises, including signage, without Landlord's prior written consent, such consent not unreasonably to be withheld. At the expiration or other termination of this lease, Landlord, at its sole election, may require any Tenant improvement, or part thereof, to be removed and the Premises restored to its condition at the inception of this lease.

13. **CONSTRUCTION LIENS.** (a) Tenant shall have no power or authority to subject the Premises or any interest therein or portion thereof to any mechanic's, construction, or other lien. Tenant shall promptly pay all contractors, subcontractors, materialmen, laborers, architects, engineers and other professionals, so as to prevent any lien from attaching to the Premises or to Tenant's interest in the Premises) or the estate of Landlord. If any lien is made or filed against the leased Premises (or Tenant's interest in the leased Premises), or any part thereof, or the estate of Landlord, arising out of any labor or material furnished or alleged to have been furnished to, for or on behalf of Tenant, Tenant shall, at Tenant's sole cost and expense, discharge or transfer such lien to a lien transfer bond or other security in accordance with Section 713.24 of the Florida Statutes within thirty (30) days after written request by Landlord. If such lien is not discharged or transferred within such thirty (30) day period, Landlord may at any time thereafter, at its option, discharge such lien, without inquiry as to the validity of such lien or the true amount, if any, owed in connection therewith, and any costs and expenses (including attorneys' fees) incurred by Landlord in connection therewith shall be paid by Tenant to Landlord within five (5) days of receipt by Tenant of an invoice therefor from the Landlord.

(b) Notice is hereby given that neither Landlord nor the leased Premises shall be liable for any labor, services, or materials furnished to Tenant and that no construction, mechanics, or other lien for any such labor, services, or materials shall attach to encumber, or in any way affect the interest of Landlord in and to the leased Premises. Tenant shall, from time to time upon request of Landlord, execute, acknowledge and deliver to Landlord a short form of lease in recordable form confirming that the terms of this Lease expressly provide that the interest of Landlord in the leased premises shall not be subject to liens for improvements made by Tenant and such other information as may be required by Chapter 713, Florida Statutes, to prevent the interest of Landlord in the leased premises from being subject to liens for

improvements made by Tenant. The short form of lease shall be in a form acceptable to Landlord.

(c) Tenant agrees fully to indemnify and hold Landlord harmless for all costs, including reasonable attorneys' fees, which are required to be expended by Landlord to satisfy, cure, bond-off, or settle any such claims so created by Tenant.

14. **SIGNS.** Tenant shall not install or locate signs in the windows and doors of the Premises or any other part of the building or grounds without first securing Landlord's written consent. Any signs installed by Tenant with Landlord's permission shall be maintained in good repair and when removed any building or grounds damage therefrom restored at Tenant's expense.

15. **ACCUMULATION OF WASTE, NUISANCE, HAZARDOUS SUBSTANCES.** Tenant shall not permit the accumulation of waste or refuse matter on the Premises. Tenant shall neither occupy nor use the Premises, or conduct its business in a manner constituting a nuisance. No hazardous substance shall be stored or suffered to remain on the Premises, except chemicals and materials used by Tenant in the ordinary course of its permitted business.

16. **ABANDONMENT, CLOSURE.** Tenant shall not, without first obtaining the written consent of the Landlord, abandon the Premises, allow the Premises to become vacant or deserted, or cease active business operations for a period of more than five consecutive calendar days after the first date that Tenant commences operation of motorized racing vehicles on the Premises. Notwithstanding the foregoing, Tenant shall be entitled to cease business operations on the Premises during such period as is reasonably necessary to repair or restore improvements thereon damaged by casualty, or on account of force majeure events.

17. **ASSIGNMENT OF LEASE.** Tenant shall not, without first obtaining the written consent of the Landlord, assign, this lease, in whole or in part, or assign any of its rights hereunder, or sublet the Premises or any part of the Premises, such consent not unreasonably to be withheld. Tenant shall not mortgage, pledge, or encumber its interest in this Lease, or any part thereof, without Landlord's advance written consent, such consent to be at Landlord's sole and absolute discretion. No such landlord consent shall be deemed to release Tenant from continuing liability under this lease. **Landlord may SELL the property and ASSIGN this lease at any time without notice and consent to/from tenant.**

18. **COMPLIANCE WITH RULES AND REGULATIONS.** The rules and regulations attached as **Attachment "A"** to this instrument are made a part hereof by reference and are an integral part of this lease. Tenant, its employees, agents, and invitees will perform and abide by the rules and regulations and any reasonable amendments or additions to said rules and regulations as Landlord may from time to time make.

19. **DAMAGE TO PREMISES.** If the building or other improvements situate on the Premises are damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed 50 percent of replacement cost, exclusive

of foundations, just prior to the occurrence of the damage, then Landlord may, no later than the 10th day following the damage, give Tenant a notice of election to terminate this lease, or if the cost of restoration will equal or exceed 50 percent of such replacement value and if the Premises shall not be reasonably usable for the purposes for which they are leased under this agreement, then Tenant may, no later than the 10th day following the damage, give Landlord a notice of election to terminate this lease. In event of either such election this lease shall be deemed to terminate on the 5th day after the giving of such notice, and Tenant shall surrender possession of the Premises within a reasonable time after that, and the rent, and any additional rent, shall be apportioned as of the date of the surrender and any rent paid for any period beyond such date shall be repaid to Tenant. In the event Landlord shall terminate this lease pursuant to this paragraph, Tenant shall have 30 days from receipt of Landlord's notice of termination in which to exercise its option to purchase hereinafter provided. In the event Tenant so exercises its purchase option, Landlord shall assign to Tenant its right to any casualty insurance proceeds payable in connection with the casualty to the Premises to Tenant.

In any case in which use of the Premises is affected by any damage to the building or other improvements on the Premises, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased under this agreement. The words "restoration" and "restore" as used in this Section shall include repairs. If the damage results from the fault of the Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Landlord receives the proceeds of rent insurance in lieu of such rent.

If the cost of restoration as estimated by Landlord shall amount to less than 50 percent of the replacement value of the building, or if, despite the cost, Landlord does not elect to terminate this lease, Landlord shall restore the building and other improvements on the Premises with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of insurance adjustments between Landlord and his insurance carrier, and Tenant shall have no right to terminate this lease except as provided in this lease. Landlord need not restore fixtures and improvements owned by Tenant except to the extent of insurance proceeds paid to Landlord. Any restoration shall be made with materials of the same or better quality than those being restored.

Landlord's responsibility under this paragraph for repair or replacement of exterior improvements on the Premises shall not exceed the amount of insurance proceeds paid to Landlord with respect to such loss.

20. **WAIVERS OF SUBROGATION.** Notwithstanding the provisions of Section 7 of this lease, in any event of loss or damage to the building, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

21. **BANKRUPTCY.** If the Tenant shall become insolvent or if bankruptcy proceedings shall be begun by or against Tenant during the Lease Term, Landlord is hereby irrevocably authorized, at Landlord's option, to forthwith cancel this Lease, as for a Default, or Landlord may elect to accept Lease Payments and other payments due hereunder from any receiver, trustee or court appointed custodian of the Tenant's business or property, without affecting Landlord's rights as contained in this Lease, but no receiver, trustee, custodian or other judicially appointed officer or person shall have any right, title or interest in or to the Premises by virtue of this Lease nor to any of Tenant's equipment, furniture and fixtures located on the Premises which said property shall secure payment by Tenant of all amounts due under this Lease to Landlord.

22. **LANDLORD'S REMEDIES ON DEFAULT.** If Tenant defaults in the payment of rent, or any additional rents, or defaults in the performance of any of the other covenants or conditions of this agreement, Landlord may give Tenant notice of such default. If Tenant does not cure any default in the payment of rent or additional rent within 3 days after the giving of such notice, then Landlord may forthwith terminate this lease. Tenant's breach of any other of Tenant's covenants or obligations under this lease shall also constitute an event of default. If Tenant does not cure any such other default within 15 days, after the giving of written notice, or if such other default is of a nature that it cannot be completely cured within such period, and Tenant does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Landlord may forthwith terminate this lease. On the date specified in the notice, the term of this lease shall terminate and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as provided in *Section 23*. If this lease is terminated by Landlord in this manner, Landlord may at any time after that resume possession of the Premises by any lawful means and remove Tenant or other occupants and their personal property.

23. **DEFICIENCY.** In any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may, at Landlord's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining Premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part of the Premises as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Landlord's option, and receive the rent for such reletting. Rent so received shall be applied first to the payment of such expenses as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining Premises, or otherwise changing or preparing for reletting, and the reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of Tenant as provided herein. Tenant agrees, in any such case, whether or not Landlord has relet, to pay to Landlord damages equal to the rent and other sums agreed to be paid by Tenant, less the net proceeds of the reletting, if any, and the damages shall be payable by Tenant on the several rent days above specified. In reletting the Premises, Landlord may grant rent concessions, and Tenant shall not be credited with such concessions. No such reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Landlord elects, pursuant to this agreement, actually to occupy and use the Premises or any part of the Premises during any

part of the balance of the term as originally fixed or since extended, there shall be allowed against lessee's obligation for rent or damages as defined here, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent reserved and such occupancy shall not be construed as a relief of Tenant's liability under this agreement.

If Tenant's right of possession of the Premises is terminated by legal process, Landlord may, at Landlord's option, terminate the Lease and recover from Tenant an amount equal to the present value, as of the date of Tenant's default, of all amounts payable as rent and that would otherwise have become due to Landlord under this lease through the end of the term thereof, for which amount Landlord shall be entitled to judgment if unpaid on demand. For purposes of determining present value of such amount, Landlord shall employ a discount factor equal to the lower of the Wall Street Journal prime rate at the time of default, or the then applicable statutory rate prescribed by F.S. § 55.03.

Tenant, by this agreement, waives all right of redemption to which Tenant or any person claiming under Tenant might be entitled by any law now or which may later be in force. Landlord's remedies under this agreement are in addition to any remedy allowed by law.

24. **RECORDATION, SHORT FORM LEASE.** The parties hereto will, at any time and at the request of either of the parties hereto, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of the Lease, setting forth a description of the Leased Premises, terms of the Lease, and any other portions thereof, excepting the rental provisions, as either party may request. The cost of the preparation and recording of this short form lease shall be borne by that party requesting the execution and recording of the same. Each party shall bear their own attorney fees on the preparation of the short form lease.

25. **EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS.** The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this agreement, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

26. **COLLECTION OF RENT FROM ANY OCCUPANT.** If the Premises are sublet or occupied by anyone other than Tenant and Tenant is in default under this agreement, or if this lease is assigned by Tenant, Landlord may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein. No such collection shall be deemed a waiver of the covenant against assignment and subletting, or the acceptance of such assignee, subtenant, or occupant as Tenant, or a release of Tenant from further performance of the covenants contained in this lease.

27. **SUBORDINATION OF LEASE.** This lease shall be subject and subordinate to all underlying mortgages and trust deeds which may now or later affect the real property of which the Premises form a part, and also to all renewals, modifications, consolidations, and replacements of the mortgages and trust deeds, provided, however, that in the event of a refinancing or modification by Landlord, Tenant shall be given notice thereof by Landlord and may request such lender, with full cooperation of Landlord, to enter into a non-disturbance

agreement. Landlord shall also give its full cooperation to Tenant in securing a subordination and non-disturbance agreement from Landlord's current mortgagee. In the event that any construction lien is asserted against Landlord's interest in the Premises that threatens Tenant's possession, Tenant, after written notice to Landlord, shall have the right to bond off any such lien, and shall be entitled to recover the cost thereof from Landlord. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant, within five days of writtent request, will, nevertheless, execute and deliver further instruments confirming the subordination of this lease as may be desired by the holders of the mortgages and trust deeds. In the event Tenant fails to execute and deliver such instrument in a form reasonably satisfactory to such lender, Tenant, by this agreement, appoints Landlord attorney in fact, irrevocably, to execute and deliver any such instrument for Tenant.

28. **LANDLORD'S RIGHT TO CURE TENANT'S BREACH.** If Tenant breaches any covenant or condition of this lease, Landlord may, on reasonable notice to Tenant, except that no notice need be given in case of emergency, cure such breach at the expense of Tenant. The reasonable amount of all expenses, including attorneys' fees, incurred by Landlord in so doing, whether paid by Landlord or not, shall be deemed additional rent payable on demand.

29. **LANDLORD'S LIEN.** In addition to the statutory Landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated in the Premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of default by Tenant, Landlord may, in addition to any other remedies provided herein by law, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated in the Premises, without liability for trespass or conversion, and sell the same at public or private sale in compliance with the applicable Uniform Commercial Code with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease given as therein provided at least ten (10) days before the time of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in the newspaper prescribed for advertisement of public sales at least once each week for two weeks before the date of the sale.

The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the applicable Uniform Commercial Code in force. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto. Notwithstanding the provisions of this paragraph, any lien asserted by Landlord pursuant to the provisions of this paragraph, the Landlord's statutory lien, or Florida's Uniform Commercial Code shall be junior and subordinate to any security interest in Tenant's tangible personal property held by a Bank or other commercial lender and used in connection with Tenant's business on the Premises.

30. **NOTICES.** Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by national overnight delivery service a properly addressed pre-paid envelope; if to Tenant, at the Premises; if to Landlord, at Landlord's address as set forth above; or, to either, at such other address as Tenant or Landlord, respectively, may from time to time designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the first business day after the mailing of such notice.

31. **LANDLORD'S RIGHT TO INSPECTION, REPAIR, AND MAINTENANCE.** Landlord may enter the Premises at any reasonable time, upon adequate notice to Tenant, except that no notice need be given in case of emergency, for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Premises or the building, as Landlord reasonably deems necessary. Any such Landlord repairs, replacements, or additions to the Premises or building shall not constitute a waiver of Landlord's right to reimbursement from Tenant for the cost of any repair which constitutes an item of Tenant responsibility under this lease. Tenant shall have no claim or cause of action against lessor by reason of such entry.

32. **LANDLORD'S RIGHT TO SHOW PREMISES.** Landlord may show the Premises to prospective purchasers and mortgagees and, during the 3 months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to Tenant.

33. **EFFECT OF OTHER REPRESENTATIONS.** No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this lease or in some future writing signed by the party making those representations or promises.

34. **PEACEFUL ENJOYMENT.** Landlord covenants that if, and so long as Tenant pays the rent, and any additional rent as provided in this lease, and performs the

covenants of this lease, Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the term mentioned here, subject to the provisions of this lease.

35. TENANT'S CERTIFICATION AS TO FORCE AND EFFECT OF LEASE.

Tenant shall, from time to time, upon not less than 5 days prior written request by Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying that the lease is unmodified and in full force and effect, or that the lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default under this lease and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Premises.

36. TENANT'S INDEMNIFICATION.

Tenant hereby covenants and agrees fully to indemnify and hold Landlord harmless from any and all loss, damages, suits, causes of action, and other matters arising out of or otherwise relating to Tenant's use or possession of the Premises, including but not limited to Landlord's expenses incurred in defending any such claim.

37. TIME.

Time is of the essence in the performance of each and every covenant of this lease.

38. LITIGATION & COLLECTION COSTS.

In the event of litigation between the parties to this lease arising therefrom, the prevailing party therein shall be entitled to the recovery of all expenses, including reasonable attorney's fees, incurred in such litigation, extending to costs and attorney's fees incurred in connection with any appellate proceeding. In the event Landlord shall retain the services of an attorney to collect rent more than ten days delinquent, Tenant shall reimburse Landlord for reasonable attorney's fees incurred in such collection at the rate of fifteen percent of the delinquent amount, provided such collection is made without the necessity of institution of litigation.

39. WAIVER OF JURY TRIAL.

To the full extent that a waiver of jury trial is permitted by law, the parties hereby knowingly, voluntarily, and intentionally waive trial by jury in any action or proceeding, including counterclaims asserted therein, brought in connection with this lease or the Premises. Such waiver shall further extend to proceedings relating to or arising out of any agreements contemplated by the parties to be executed in conjunction or in accordance with this lease, and to any course of conduct, course of dealing, statements (written or oral), and otherwise to the acts and conduct of the parties. This provision is a material inducement to Landlord in entering into this lease.

40. SECTION HEADINGS.

The section headings in this lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

41. **BINDING EFFECT ON SUCCESSORS AND ASSIGNS.** The provisions of this lease shall apply to, bind, and inure to the benefit of Landlord and Tenant, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Landlord" as used in this lease means only the owner, a mortgagee in possession, so that in event of any sale of the Premises or of any lease thereof, or if a mortgagee shall take possession of the Premises, the Landlord named herein shall be entirely freed and relieved of all covenants and obligations subsequently accruing under this agreement. It shall be deemed without further agreement that the purchaser, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Landlord under this agreement.

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

43. **BROKERS.** Landlord and Tenant acknowledge that Norbridge Properties. ("Norbridge") is solely the agent of Landlord, with all related responsibilities to Landlord (not the Tenant). Tenant and Landlord acknowledge that such brokerage relationship was disclosed to the Landlord and Tenant no later than the first showing, upon first contact or immediately upon the occurrence of any change to the relationship. Landlord shall be responsible for any commission payable to Norbridge Properties for the above referenced commission, which shall be paid to Broker in a lump sum upon Tenant's first rent payment. The parties mutually warrant that no other person is entitled to commission or compensation in connection with this lease. Each party indemnifies the other against any such claim caused by such party's breach of the foregoing warrantee.

44. **SPECIAL PROVISIONS.** _____.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF A COMPETENT ATTORNEY PRIOR TO SIGNING. THIS AGREEMENT MAY ALSO HAVE TAX CONSEQUENCES AND YOU ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR SUCH SPECIALIZED ADVICE.

Executed on _____, _____, 20____.

[Signature lines appear on following page]

**SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:**

_____ [signature]

Printed Name:

By: _____

Title: _____

Tenant

_____ [signature]

Printed Name:

_____ [signature]

Printed Name:

DESTINATION OFFICE SUITES, LLC.

_____ [signature]

Printed Name:

By: _____

Name: Erika Duarte

Title: Manager

Landlord

Amount Due Upon Execution of Lease:

1st Month Base Rent \$ _____

1st Month Sales Tax 6.5% \$ _____

1st Month Rent Due \$ _____

Security Deposit \$ _____

Total Amount \$ _____

Guarantors:

_____ with Social Security # _____ is the Guarantor of this Lease Agreement. Guarantor hereby jointly and severally, if more than one, guarantees to Landlord (as well as each and every successor and assign), the full and prompt payment of all rent, including fixed rent and any contingent or percentage or other rent, and any and all other sums and charges payable by Tenant under the Lease, and the full and timely performance and observance of all the covenants, terms, conditions and agreements in the Lease to be performed and observed by the Tenant. Guarantor hereby covenants and agrees that if default shall at any time be made by the Tenant in the payment of any such of the covenants, terms, conditions or agreements in the Lease, the Guarantor will promptly pay such rent and other sums and charges to the Landlord, and perform and fulfill all of such terms, covenants, conditions and agreements, and will pay the Landlord all damages and expenses, including attorney's fees, that may arise in consequence of any default by the tenant under the Lease of by the enforcement of this Guaranty.

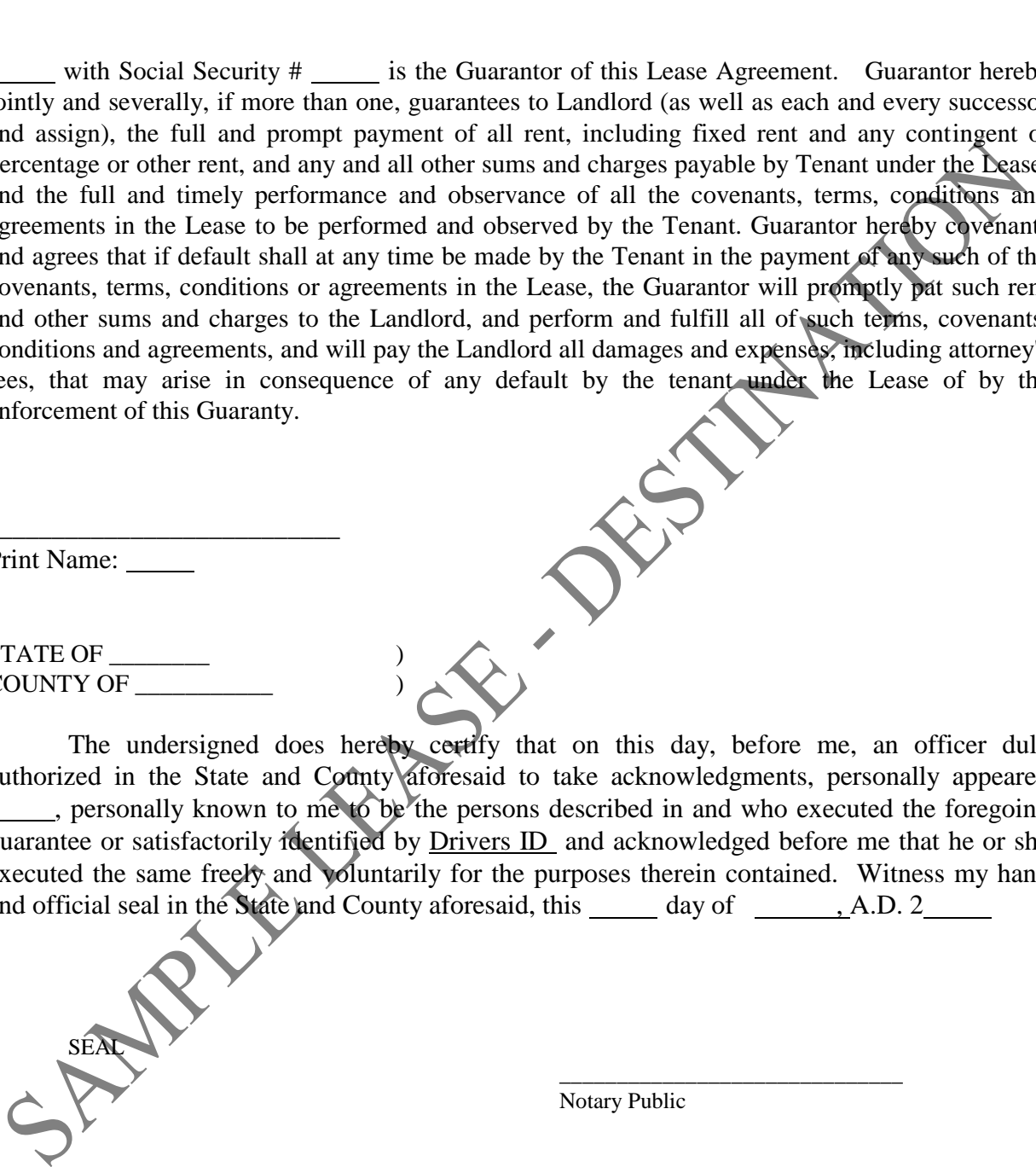
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The undersigned does hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, personally known to me to be the persons described in and who executed the foregoing guarantee or satisfactorily identified by Drivers ID and acknowledged before me that he or she executed the same freely and voluntarily for the purposes therein contained. Witness my hand and official seal in the State and County aforesaid, this _____ day of _____, A.D. 2_____

SEAL

Notary Public



Attachment A

RULES AND REGULATIONS

The following Rules and Regulations shall remain in force and effect until Tenant is notified in writing, by Landlord, of any changes and amendments.

1. All loading and unloading of goods shall be done only in the areas and through the entrances, designated for such purposes by the Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the building.
3. All garbage and refuse shall be kept in the container specified by the Landlord and shall be placed outside of the Premises and prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of the removal of any of Tenant's refuse or rubbish.
4. Any Tenant determined by the Landlord to be using a dumpster or other waste container, provided for the benefit of the unit owners, in excess of his proportionate share may at the discretion of the Landlord, be required to utilize its own dumpster or otherwise dispose of its trash.
5. No signs, structure or object shall be erected on the roof or exterior walls of the Premises, or on the grounds, without, in each instance, the written consent of Landlord. Any signs, structure or object so installed without such written consent shall be subject to removal without notice at any time.
6. Tenant shall not place or permit any junk, obstructions or merchandise in the outside areas immediately adjoining the Premises. Tenant shall not otherwise use the common areas for storage or disposal purposes of any type of personal property.
7. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein or any violation of Rule 7 of DERM, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
8. Tenant shall use, at Tenant's cost, such pest extermination as the Landlord may approve and at such times as is obviously necessary.
9. Occupant shall not burn any trash or garbage of any kind in or about the Premises.
10. Landlord reserves the right to rescind, amend, alter, or waive any of the foregoing rules or regulations at any time when, in its judgment, it deems necessary, desirable or proper for

its best interest and for the best interest of the occupants of the building and no such rescission, amendment, alteration, or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. The Landlord shall not be responsible to Tenant or to any occupant for the non-observance or violation by any other occupant of any of these rules and regulations at any time.

11. Excess use of water, sewerage, garbage and refuse over limits set by the Landlord shall be borne by Tenant.

12. In the event the Landlord determines that security, extermination, maintenance, cleaning or other services should be contracted by the Landlord in the best interest of all occupants then all occupants shall share in said service.

13. To maintain the premises to preclude additional expense, higher insurance rates and loss to others, the following businesses are not permitted on the Premises.

1. Auto Body Repairing and Painting
2. Auto Parts (Used)
3. Auto Wrecking
4. Bedding Manufacturers
5. Bottled Gas Sales & Service
6. Cabinet Makers
7. Chemical Works
8. Demolition Contractors
9. Distillers
10. Fiber Glass
11. Furniture Manufacturers
12. Furniture Repairing
13. Gas-Liquefied Petroleum
14. Junk Dealers
15. Lumber Dealers
16. Night Clubs
17. Oil & Gas Industry Operation
18. Packaging Materials Manufacturing
19. Paint Manufacturers
20. Paper Box Manufacturers
21. Any type of Paper Manufacturers
22. Scrap Dealers
23. Tire Recapping
24. Toy Manufacturers
25. Upholsterers
26. Any type of Woodworking Shops
27. Fish Dealers
28. Animal Dealers
29. Crematories

Rent Payment Schedule

Lease Effective Date:

Lease Commencement Date:

Rent Commencement Date:

Suite:

Rent Breakdown

Base	\$
Sales Tax	\$
Total	\$

Annualized Rent

Before Sales Tax	\$
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Note: The values represented in this attachment are only the start up rates and may be adjusted according to the terms of this lease agreement.

SAMPLE LEASE - DESTINATION