

HUB SPACE
COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made as of _____, by and between _____, a Florida limited liability company ("Landlord"), and _____ ("Tenant").

W I T N E S S E T H

The Landlord, for and in consideration of the rentals hereinafter reserved and the covenants and conditions herein undertaken by or imposed upon Tenant, hereby leases, lets and demises to Tenant, and Tenant hereby leases and hires from Landlord, a portion of certain real property and the improvements thereon located at 1343 Main Street, Sarasota, FL 34236 and incorporated herein by reference (the "Property"), consisting of **XXXX** with an area of approximately **XXX** square feet, on the **XX** Floor in the West side of the Property (the "Premises"), as shown in Exhibit "A", subject to the following terms, conditions, and covenants. Tenant shall also have the right to use the common areas of the Property, such as the restrooms, break area and use of the conference room described within agreement. Tenant will have access to the building 24/7 and will be provided with access device to use for entry when doors are locked.

1. TERM. This shall be a 12 Month Lease commencing on **XXX** (the "Commencement Date") and expiring on **XXX**. This lease will auto-renew unless tenant notifies landlord in writing (30) days in advance.

2. RENTAL.

(a) During the term of this Lease, Tenant covenants and agrees to pay to Landlord at the address set forth herein, or to such other person as Landlord may designate by written notice to Tenant, as rental hereunder an amount equal to **XXX** and 00/100 Dollars (XXX) per month, plus sales tax, due and payable in advance without demand, on the first day of each and every calendar month during such period.

(b) Should the term of this Lease commence on any day other than the first day of a calendar month, Tenant shall pay to Landlord as additional rental hereunder, along with the first monthly installment of rental due hereunder, the proportion of the monthly installment of rental which the unexpired number of days in said month bears to the total number of days in said month. Should the term of this Lease terminate on any other day than the last day of a calendar month, the amount of the monthly installment of rental for the final month of the term of this Lease shall be prorated in a similar manner. There shall be a \$100.00 late fee for each monthly payment not received by Landlord after written notice to Tenant by the fifth (5th) day of the month. As additional rental, Tenant agrees to pay to Landlord all sales, excise and use taxes imposed by law on the rental and additional rental payments under this Lease, said taxes to be remitted together with the rental or additional rental payments to which they pertain.

(c) The rent shall increase annually using the CPI-U, All Urban Consumers, All Items (less food and energy) for the South Region. For purposes of applying the CPI Index-U, the Base will be defined as the CPI Index as of the month end immediately prior to the execution of this lease, as stated on the U.S. Department of Labor, Bureau of Labor Statistics; <http://data.bls.gov/cgi-bin/dsry> ("CPI Index").

3. SECURITY DEPOSIT. A Security Deposit of XXX is required with this lease.

4. ADDITIONAL RENTAL. All costs, expenses, and obligations, together with all interest and penalties thereon, required to be paid by Tenant under this Lease, and all expenses Landlord incurs because of Tenant's default under any of the terms, covenants and conditions of this Lease, including, without limitation, attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding, shall, at Landlord's option be deemed additional rental; and Landlord shall have all rights and remedies, with respect to such additional rental as are provided herein for nonpayment of the rent. Upon Tenant's default in the payment or performance of any cost, expense or obligation imposed upon Tenant by the terms of this Lease, Landlord shall have the right, but not the obligation, to pay, perform and discharge the same, together with all interest and penalties thereon, without prejudice to Landlord's rights and remedies as reserved herein or provided by law, and Tenant agrees to reimburse Landlord immediately upon demand for Landlord's reasonable out of pocket cost and expense incurred in paying, performing and discharging the same, together with interest at the highest rate permitted by law. Tenant's failure to so reimburse Landlord upon demand shall be deemed a non-payment of rental under this Lease.

5. ALTERATIONS AND IMPROVEMENTS. Landlord will provide furnished office(s) to Tenant. In order to maintain a uniformed appearance, all alterations, additions, and improvements to the Premises, such as, but not limited to, additional furnishings, wall coverings, floor coverings and signage, shall be at Tenant's sole cost and expense, to be done in a lien free and satisfactory and workmanlike manner. All such alterations, additions and improvements shall require Landlord's prior written consent and shall be and remain the property of Landlord upon the termination of this Lease in any manner whatsoever, provided that Tenant may remove trade fixtures and signs installed by Tenant, but Tenant shall be responsible for the repair of any damage caused to the Premises by the removal of Tenant's trade fixtures and signs.

6. LIENS PROHIBITED. Tenant shall not permit any liens to attach to any interest in the Premises for labor, services, or materials furnished thereto pursuant to a contract with Tenant; and, in the event such liens do attach, Tenant agrees to pay and discharge the same forthwith. Without limitation of the foregoing, Landlord may transfer any such lien to a bond posted by Landlord pursuant to the provisions of Chapter 713, Florida Statutes, and recover from Tenant as additional rental all costs of such bond. As provided by Chapter 713, Florida Statutes, Landlord hereby notifies all persons and entities that any lien claimed by any party as the result of improving the Premises or any improvements thereon pursuant to a contract with Tenant, or with any person other than Landlord, shall extend to, and only to, the right, title and interest in and to the Premises, if any, of the person contracting for such improvements. This paragraph shall be construed so as to prohibit, in accordance with the provisions of Chapter 713, Florida

Statutes, the interest of Landlord in the Premises being subject to any lien for any improvements made by Tenant or any other person on the Premises. If requested by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a short form of this Lease containing the foregoing provisions of this paragraph, for recordation in the Public Records of the County in which the Premises are located.

7. SERVICES AND UTILITIES. Landlord, at Landlord's sole cost and expense, shall be responsible at all times for furnishing the Premises with all services and utilities including janitorial, internet, gas, trash, electrical, water and sewer services.

8. REPAIRS. Tenant, at Tenant's sole cost and expense, shall maintain in good order and repair and in clean condition, the interior of the Premises. Landlord, at Landlord's sole cost and expense, shall maintain in good condition the remainder of the Property, including the exterior and structural portions, the landscaping and parking lot and the common areas. Upon termination of this Lease, Tenant shall surrender the Premises in a broom clean condition and in as good a condition as exists upon the commencement of this Lease, excepting only reasonable wear and tear and casualty damage. If Tenant neglects or refuses promptly to make any repairs or perform any maintenance required by this Lease, Landlord may perform the same on Tenant's behalf, and Tenant shall upon demand immediately reimburse (as additional rental) Landlord for all reasonable out of pocket costs and expenses incurred.

9. INDEMNITY. Tenant shall indemnify and hold Landlord and any mortgage lender harmless of and from and satisfy and discharge any and all loss and liability of every kind whatsoever, including without limitation attorneys' and legal assistants' fees and costs (incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding), arising during the term of this Lease for any loss of life, bodily injuries and damage to the Premises or the Property or any other real or personal property sustained in, on or about the Premises by reason of, or as a result of, the Tenant's negligence or willful misconduct, and also from and against any orders, judgments, or decrees which might be entered thereupon. Landlord shall not be liable to Tenant, or any person on or about the Premises or the Property with the Tenant's consent including without limitation, any officer, employee, representative, agent, contractor, or invitee of Tenant ("Tenant's Agents") for any injury or damage to person or property for any reason unless arising out of Landlord's negligence or willful misconduct. The provisions of this paragraph 9 shall survive the expiration or earlier termination of this Lease.

10. CASUALTY. In the event the Premises, or any part thereof shall be destroyed or damaged by fire or other casualty, without the fault or neglect of Tenant or Tenant's Agents, to the extent that the Premises shall not be tenantable by Tenant, Landlord, at Landlord's sole option, either may elect to cancel this Lease as of the time of the damage to or destruction of the Premises, whereupon Tenant shall be relieved from any payment of rental accruing thereafter, or Landlord may elect to restore the Premises by repairs or reconstruction at Landlord's sole cost and expense, in which event the amount of rental payable hereunder shall be abated for the period of repairs in proportion to the amount of the Premises which shall be untenable by Tenant. Tenant assumes all liability for damage or destruction to Tenant's alterations, additions, improvements, and trade fixtures. If Landlord elects to restore or repair the Premises, Tenant

shall restore or replace Tenant's alterations, additions, improvements, and trade fixtures. In no case shall Landlord be liable to Tenant for any compensation for inconvenience of injury to business arising from the necessity for repairs. If the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's Agents, rental shall not abate. As used herein, the term "casualty" means fire, hurricane, flood, tornado, rain, wind, or other acts of God, regardless of whether the same reasonably could be foreseen; riot, civil commotion, or other acts of a public enemy; a theft, vandalism, or other criminal or tortious acts of third parties.

11. USE. Tenant hereby covenants and agrees not to use the Premises other than for general office purposes and activities reasonably incidental thereto, without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in Landlord's sole and absolute discretion. Tenant additionally covenants not to perform, or permit Tenant's Agents to perform, any act on the Premises prohibited by law; not to omit to perform any act required by law in connection with the use of the Premises; not to use or maintain the Premises in such a manner as to constitute an actionable nuisance to any third party; and not to commit or permit waste of the Premises. Tenant shall not conduct or allow any hazardous activity on the premises and shall not create any hazardous condition on the Premises, which would bring about a risk of bodily injury or property damage to the Premises excluded from the coverage of the insurance maintained by Landlord or by Tenant. Tenant shall not place any equipment in the Premises which would cause the floor load in the Premises to exceed the maximum floor load.

- (a) Noise Tenant hereby understands that the Premises is a commercial space occupied by multiple tenants and agrees to maintain reasonable noise levels at all times. Tenants in default of excessive noise levels will be contacted by the Landlord in writing. Landlord maintains the right to terminate lease if Tenant continues to be in default of excessive noise levels.
- (b) Additional Use Tenant shall submit written request for approval to Landlord for Events, permitting after hours guests, use of the HuB brand and Food Service.

12. CONFERENCE ROOM. Tenant understands that xxx (x) hours of conference room time are included in the monthly rental cost. Additional time is subject to availability at a rate of xxx and 00/100 Dollars (\$xx) per hour. Tenant understands that unused conference room time does not accrue or rollover to the next month. All use of the conference room must be scheduled in advance with the Landlord and is subject to availability.

13. INSPECTION. Tenant acknowledges that Tenant has had a reasonable opportunity to examine all applicable zoning and governmental ordinances, codes and regulations to obtain all necessary permits and approvals, to inspect the Premises to determine the existence of latent and patent defects, and adequacy of all existing heating, air conditioning, ventilating, electrical and plumbing systems and has determined that the Premises are tenantable, are in good and satisfactory condition for Tenant's intended use thereof, and Tenant accepts the Premises in their current condition, "as is." Landlord makes no warranties, representations of any

kind, nature or sort, express or implied with respect to the Premises, except as otherwise provided in this Lease. To the extent that Tenant is reimbursed by insurance, Tenant hereby releases Landlord from any and all claims Tenant may now or hereafter have for injury or damage to Tenant's and Tenant's Agent's person or property caused by the bursting or leaking of water or sewer pipes; the operation of any appliance, equipment, or fixtures on the Premises, or any latent or patent defect in the Premises.

14. ENVIRONMENTAL MATTERS.

(a) As used herein, the term "Prohibited Substance" shall mean any substance whose storage or existence in or on the Premises is restricted, prohibited, or is penalized under any federal, state, or local law, ordinance, rule or regulation which is aimed at protecting the air, water, ground, or the environment, or whose release into the air, water, ground, or the environment is restricted, prohibited, or penalized under any such law, ordinance, rule or regulation, or whose removal from the Premises is required by any such law, ordinance, rule or regulation. The term "Prohibited Substance," as used herein shall include, but shall not be limited to: asbestos, petroleum products, PCBs, and all substances defined as or which would be considered to be a "hazardous substance," "contaminant," "pollutant," "hazardous material," "hazardous waste," "hazardous chemical substance," "solid waste," "toxic substance," "toxic pollutant," or "pollution" as defined under the following Federal Statutes, as amended: (a) the Comprehensive Environmental Response, Compensation, and Liability Act, Chapter 103, 42 U.S.C. §9601 et. seq., (b) the Hazardous Materials Transportation Act, Chapter 27, 49 U.S.C. §1802 et. seq., (c) the Resource Conservation and Recovery Act, Chapter 82, 42 U.S.C. §6901 et. seq., (d) the Toxic Substances Control Act, Chapter 53, 15 U.S.C. §2601 et. seq., (e) the Federal Water Pollution Control Act, Chapter 26, 33 U.S.C. §1251 et seq., and (f) the Clean Air Act, Chapter 85, 42 U.S.C. §7401.

(b) Tenant hereby agrees to indemnify, and hold Landlord and any mortgage holder harmless of and from and satisfy:

(i) any loss, liability, expense or damage of any and every kind whatsoever, which at any time or from time to time may be suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand or lien made or arising in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Premises into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Prohibited Substances as a result of the acts or omissions of Tenant, including, without limitation: (x) any losses, liabilities, expenses, or damages asserted or arising under any environmental statute or law, or incurred in connection with the removal, encapsulation or other treatment of Prohibited Substances from or on the Premises, (y) any loss or damage resulting from the imposition of a lien against the Property, and (z) any reasonable out of pocket attorneys' and legal assistants' fees and costs incurred prior to the trial, at trial, on appeal and in any bankruptcy proceeding, engineer's fees, and/or charges of any contractor, consultant, or expert retained or consulted in connection with any lawsuit, inquiry, claim or demand, including without limitation any

reasonable out of pocket costs incurred in connection with compliance with such inquiry, claim or demand.

(ii) any loss, liability, expense or damage (including, without limitation, reasonable out of pocket attorneys' and legal assistants' fees and costs incurred prior to the trial, at trial, on appeal and in any bankruptcy proceeding) suffered or incurred as a result of or arising out of or in connection with any failure of the Premises to comply with all applicable environmental protection laws, ordinances, rules and regulations as a result of the acts or omissions of Tenant, and any litigation, proceeding or governmental investigation relating to such compliance or non-compliance.

(c) Tenant shall notify Landlord promptly upon receipt of any notice or claim pertaining to the matters indemnified hereunder, stating the nature and basis of such notification or claim.

(d) Tenant acknowledges and agrees that as between Tenant and Landlord, Tenant has full responsibility for all potential liabilities resulting from the presence of Prohibited Substances affecting the Premises as a result of the acts or omissions of Tenant, including, without limitation, liability for any Prohibited Substances which have migrated beyond the Premises boundaries, and Tenant accepts full responsibility for the assessment and remediation of any such Prohibited Substances affecting the Premises, in accordance with applicable laws, ordinances, rules and regulations. The parties agree that remediation shall be complete upon the receipt of notification from the appropriate and authorized governmental agency that said agency requires no further action regarding the Premises. A requirement of monitoring only shall not be deemed to be a notice of no further action. Tenant agrees to provide Landlord with copies of all reports submitted to federal, state or local agencies with regard to assessment and remediation and with copies of all notices and correspondence received from such agencies.

(e) If Landlord receives any notice from any person or entity asserting the existence of Prohibited Substances affecting the Premises as a result of the acts or omissions of Tenant, or if Landlord otherwise has reasonable grounds upon which to believe that there are Prohibited Substances affecting the Premises as a result of the acts or omissions of Tenant, Landlord may, but shall not be obligated to, contract, at Tenant's expense, for the services of persons ("Site Reviewers") to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Landlord. The Site Reviewers shall perform such tests on the Premises as may be necessary to conduct environmental site assessments, in the opinion of the Site Reviewers. Tenant will supply such information as is requested by the Site Reviewers.

(f) If Tenant fails to remediate, pursuant to the requirements of applicable environmental protection laws, ordinances, rules and regulations, any Prohibited Substances affecting the Premises as a result of the acts or omissions of Tenant, Landlord shall have the right, but not the obligation, to enter onto the Premises or to take such actions as Landlord deems necessary to remediate said Prohibited Substances, and all costs and expenses paid or incurred by

Landlord in the exercise of such right shall be deemed additional rental and shall be paid by Tenant to Landlord, on demand.

(g) The provisions of this paragraph 13 shall survive the expiration or earlier termination of this Lease.

(h) Landlord agrees that Tenant shall not have any responsibility or obligation with respect to Prohibited Substances existing prior to Tenant's occupancy or with respect to migration of Prohibited Substances originating outside of the Premises.

15. ENTRY. Tenant agrees to permit Landlord and Landlord's agents entry to the Premises:

(a) At any time and at all reasonable hours for the purpose of inspecting the Premises, preventing waste thereto, making such repairs or performing such maintenance as Landlord may deem necessary, or discharging any duty imposed upon Landlord by this Lease or by law.

(b) At any time and at all reasonable hours for the purpose of showing the Premises to prospective purchasers, mortgagees, or future tenants.

(c) Landlord shall be responsible for any damage or injury caused by Landlord's entry into the Premises. Notwithstanding the foregoing, all entry shall be upon reasonable prior notice to Tenant.

16. TAXES. Landlord shall pay all real property taxes and assessments which may be levied or assessed by any lawful authority and which are not contested by Landlord, against or upon the Property. Tenant shall pay all tangible personal property taxes and assessments now or hereafter assessed, imposed or levied upon any fixtures, equipment or personal property of Tenant located at any time in the Premises.

17. SUBORDINATION Tenant agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgage now or hereafter encumbering the Premises; and Tenant agrees from time to time to execute, acknowledge, and deliver any instrument of subordination required by any mortgage holder, and a signed writing acknowledging the status of this Lease. Upon the transfer of any or all of Landlord's interest in this Lease or the Premises, or both, regardless of whether such transfer is characterized as voluntary or by operation or law, conditional or unconditional, absolute or as security for performance of an obligation, Tenant agrees to execute, acknowledge, and deliver to such transferee, upon request, a signed writing acknowledging the status of this Lease and all instruments of attornment required by such transferee. Tenant hereby constitutes and appoints the Landlord the Tenant's attorney-in-fact to execute any such certificates for and on behalf of the Tenant. Upon Landlord's sale of Landlord's interest in the Premises to any party, Landlord shall thereupon be relieved of any and all further obligations to Tenant hereunder.

18. ASSIGNMENT. Tenant shall not, and shall not have the power to, assign or sublet all or any portion of the Premises on this lease without Landlord's written consent, which

consent may be granted or withheld in Landlord's sole and absolute discretion, and any such purported assignment or subletting without Landlord's written consent shall be null and void. No permitted assignment or subletting shall relieve Tenant of any obligations under this Lease.

19. CONDEMNATION. It is understood and agreed that this Lease shall terminate in the event all of the Premises be taken for any public or quasi-public use pursuant to eminent domain proceedings or in the event a portion of the Premises are so taken and the remaining portion thereof cannot reasonably be used by Tenant for the operation of Tenant's business. In the event there is a partial taking of the Premises pursuant to eminent domain proceedings and Tenant can reasonably continue to operate Tenant's business on the remaining portion, then and in such event this Lease shall continue in force and effect without abatement in rent. It is further understood and agreed that in the event of any taking, whether all or a part, and whether this Lease continues in existence, Tenant shall not be entitled to share in any award for the land taken or severance damages, but Tenant may recover any award to which it may be entitled for moving costs or business damages.

20. DEFAULT. Tenant shall be deemed in default of Tenant's obligations under this Lease upon the occurrence of any of the following: (i) Tenant's continued default in payment of any rent or additional rental due hereunder for a period of five (5) days after written notification to Tenant; (ii) Tenant's continued default in performance of any other covenant, promise or obligation of this Lease for a period of ten (10) days after written notification to Tenant; (iii) the involuntary or voluntary filing under reorganization, bankruptcy, or insolvency law or appointment of a receiver or trustee for, Tenant or its property; (iv) the sale of Tenant's interest under this Lease by execution or other legal process; (v) Tenant making an assignment or transfer for the benefit of creditors; (vi) Tenant's abandonment of the Premises during the term of this Lease.

21. LANDLORD'S REMEDIES. Upon Tenant's default hereunder, Landlord may exercise any one or all of the following options: (i) Terminate Tenant's right to possession under this Lease and reenter and take possession of the Premises and relet or attempt to relet the Premises on behalf of Tenant, at such rental and under such terms and conditions as Landlord may, in the exercise of Landlord's sole and absolute discretion, deem best under the circumstances for the purpose of reducing Tenant's liability; and Landlord shall not be deemed to have thereby accepted a surrender of the Premises, and Tenant shall remain liable for all rental and additional rental due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or reletting, Landlord may, by delivering written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the Premises, terminate and cancel this Lease, and retake possession and occupancy of the Premises on behalf of the Landlord. Nothing contained in this subparagraph shall be construed as imposing any enforceable duty upon Landlord to relet the Premises or otherwise mitigate or minimize Landlord's damages by virtue of Tenant's default. (ii) Declare this Lease to be terminated, and reenter upon and take possession of the Premises without notice to Tenant, whereupon the term hereby granted and all right, title and interest of Tenant in the Premises shall terminate. Such termination shall be without prejudice to Landlord's right to collect from Tenant any rental or additional rental which has accrued prior to such termination, together with all damages suffered by Landlord because of

Tenant's breach of any covenant contained in this Lease. Tenant hereby expressly waives any and all notices or demands of delivery of possession required by law or otherwise. (iii) Declare the entire remaining unpaid rental and additional rental (to the extent then known) due for the term of this Lease to be immediately due and payable, and, at Landlord's option, take immediate action to recover and collect the same by any available procedure. (iv) Enforce by any available procedure a landlord's lien upon any or all of Tenant's equipment, trade fixtures, inventory, and other property of Tenant situated on, affixed to, or kept on the Premises at the time of Tenant's default, Tenant hereby granting Landlord an express landlord's lien upon all such property for the full performance of each of Tenant's obligations hereunder. The remedies provided in this paragraph shall be cumulative to those provided elsewhere herein or by law.

22. HOLDING OVER. If Tenant shall occupy the Premises without the consent of Landlord after the expiration of this Lease, Landlord shall be entitled to receive as rental for the period Tenant holds over one hundred fifty percent (150%) of the monthly rent last specified to be paid under this Lease.

23. BROKERAGE. Tenant and Landlord represent and warrant that no broker, finder, or agent was consulted or contacted in connection with this Lease. Tenant and Landlord hereby agree to indemnify and hold each other harmless of and from and satisfy and discharge any and all loss and liability of every kind whatsoever, known or unknown, including without limitation reasonable attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding, arising from a breach of the foregoing representations. The provisions of this paragraph 23 shall survive the expiration or earlier termination of this Lease.

24. NON-WAIVER OF SUBSEQUENT DEFAULTS. Any failure of Landlord to enforce any provision of this Lease, or to demand strict compliance therewith, upon any default by Tenant shall not be construed as modifying the terms of this Lease or as a waiver of Landlord's right to terminate this Lease as herein provided or otherwise to enforce the provisions hereof upon any subsequent default by Tenant, unless such modification or waiver is in writing and is signed by Landlord.

25. COSTS OF ENFORCEMENT. In connection with any litigation or court proceeding between Landlord and Tenant arising out of this Lease, the prevailing party shall be entitled to recover all costs incurred, including without limitation reasonable attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal and in any bankruptcy proceeding.

26. LIABILITY OF LANDLORD. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale or execution of the interest of Landlord in the Premises. Tenant shall neither seek to enforce nor enforce any judgement or other remedy against any other asset of Landlord or any person or entity who holds any interest in Landlord.

27. INTEREST. Any amount due from Tenant to Landlord under this Lease that is not paid when due shall bear interest at the maximum rate from time to time permitted by law, from the date such amount was due, until paid.

28. NO JOINT VENTURE. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto other than the relationship of landlord and tenant.

29. CORPORATE AUTHORITY. If Tenant is a corporation, each individual executing this lease on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of the corporation, or in accordance with the bylaws of the corporation, and that this Lease is binding upon the corporation. If Tenant is a corporation, Tenant will, within thirty (30) days after Landlord's request, deliver to Landlord a certified copy of a resolution of the board of directors of the corporation or applicable bylaws authorizing or ratifying the execution of this Lease or establishing the authority of the person executing this Lease.

30. RENT IS A SEPARATE COVENANT. Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this Lease, it being agreed that the obligations of Landlord hereunder are independent of Tenant's obligations. In this regard it is specifically understood and agreed that in the event Landlord commences any proceedings against Tenant for non-payment of rentals or any other sum due and payable by Tenant hereunder, Tenant will not interpose any counterclaim or other claim against Landlord of whatever nature or description in any such proceedings; and in the event that Tenant interposes any such counterclaim or other claim against Landlord in such proceedings, Landlord and Tenant stipulate and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counterclaim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Landlord and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of such counterclaim or any other claim asserted by Tenant.

31. ENTIRE AGREEMENT. This Lease and the Exhibits attached hereto, if any, constitute a complete and total integration of the agreement of Landlord and Tenant and set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All antecedent covenants, promises, agreements, conditions, and understandings, whether oral or written, are merged herein and superseded hereby. This Lease may be modified by subsequent agreement of the parties, but no such modification shall be operative unless contained in a writing signed by the party to be charged thereunder.

32. ACCORD AND SATISFACTION. No endorsement on any check or in any notice accompanying any check or payment as rental or additional rental shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to

recover the balance of all rental and additional rental due to Landlord or Landlord's right to pursue any other remedy provided herein or by law.

33. NOTICES. All notices, demands, or requests provided for or permitted to be given pursuant to this Lease shall be in writing and shall be deemed to have been given after depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested; after depositing the same with an overnight express mail provider; or after hand delivery; addressed to the respective parties at the following addresses:

If to Landlord: XXX

If to Tenant: XXX

34. INTERPRETATION. The covenants contained herein shall bind, and the benefits hereof shall inure to, the respective heirs, personal representatives, successors, and permitted assigns of the parties hereto, jointly and severally. Unless the context requires otherwise, the singular shall be construed to include the plural and vice versa. The paragraph headings used herein are for indexing purposes only and are not to be used in interpreting or construing the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Landlord and Tenant covenant and agree that the County in which the Premises are located shall be the exclusive, proper and convenient venue for any legal proceeding in federal or state court relating to this Lease, and each party hereby waives any defense, whether asserted by motion or pleading, that said County is an improper or inconvenient venue. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every term, covenant, and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Time is of the essence of this Lease and each of its provisions.

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

36. SUBROGATION. For any liability hereunder, each party shall first look to its own insurance policies and to the extent compensated by insurance waives all rights of recovery against the other party.

Landlord and Tenant have caused this Commercial Lease Agreement to be duly executed and delivered as of the date set forth above.

xxx, a Florida limited liability company

By: _____

xxx, title
company

"LANDLORD"

By: _____

xxx, title
company

"TENANT"

EXHIBIT "A"

