

FLORIDA COMMERCIAL LEASE AGREEMENT

A legally binding non-residential tenancy agreement governed by Fla. Stat. § 83, Part I

1. THE PARTIES

This Florida Commercial Lease Agreement (the "Agreement") is entered into as of the date last signed below, by and between:

LANDLORD:

Full Legal Name / Entity:

State of Formation / Organization:

Principal Place of Business:

Phone: Email:

Authorized Signatory Name:

Title:

TENANT:

Full Legal Name / Entity:

State of Formation / Organization:

Principal Place of Business:

Phone: Email:

Authorized Signatory Name:

Title:

The Landlord and Tenant are each a "Party" and collectively the "Parties." The Tenant agrees to lease the Premises from the Landlord on the terms set forth herein.

2. PREMISES

The Landlord hereby leases to the Tenant the commercial space described below (the "Premises"), to be used solely for the Permitted Use defined in Section 4:

Building Name:

Street Address:

City: State: FL ZIP:

County:

Suite / Unit: Floor:

Rentable Sq Ft: Usable Sq Ft:

Parking Spaces Allocated:

Additional Description:

3. LEASE TERM

This is a fixed-term commercial lease.

Commencement Date: Expiration Date:

Total Term:

OPTION TO RENEW

Regarding renewal of this Lease: (check one)

Tenant may NOT renew this Lease.

Tenant may renew this Lease as follows:

Number of renewal periods:

Each renewal term (years / months):

Notice required prior to expiration (days):

Rent during each renewal period shall: (check one)

Not increase.

Increase by the annual change in the Consumer Price Index (CPI-U) published by the Bureau of Labor Statistics as of the most recent date prior to the renewal period commencement.

Increase by % per renewal period.

Increase by a fixed dollar amount: per renewal period.

4. PERMITTED USE

The Premises shall be used and occupied by the Tenant solely for the following specific commercial purpose (the "Permitted Use") and for no other purpose whatsoever without the Landlord's prior written consent:

Any use of the Premises outside the Permitted Use without prior written consent of the Landlord constitutes a material default. The Tenant warrants that its intended use complies with all applicable local zoning ordinances, land use regulations, and licensing requirements. The Tenant is solely responsible for obtaining and maintaining all required business licenses, occupational permits, and regulatory approvals for its operations.

5. BASE RENT AND PAYMENT TERMS

The Tenant shall pay Base Rent to the Landlord as follows:

Monthly Base Rent: \$ Annual Base Rent: \$

Due on day: of each month.

Payment method / remittance instructions:

Payable to / remit to:

Base Rent for any partial calendar month shall be prorated on a per-diem basis. All monetary obligations under this Agreement constitute "Additional Rent" and shall be subject to the same remedies as Base Rent upon default.

RENT ESCALATION [Optional]

Annual rent increases: (check one)

- No annual escalation. Base Rent remains fixed for the entire Lease Term.
- Base Rent adjusts annually by the percentage change in the CPI-U index published by the Bureau of Labor Statistics, calculated as of the anniversary date.
- Base Rent increases by a fixed % on each anniversary of the Commencement Date.
- Base Rent increases by a fixed dollar amount each year: per year.

6. LEASE STRUCTURE AND OPERATING EXPENSES

The Parties agree that this Lease shall be structured as follows. Check and initial the applicable structure:

GROSS LEASE
 Tenant Initials: Landlord Initials:

The Base Rent is the sole monthly payment. The Landlord shall pay all operating expenses attributable to the Premises, including real estate taxes, property insurance, utilities, and all maintenance costs for the building structure, exterior, common areas, and major systems (HVAC, plumbing, electrical). The Tenant shall maintain liability insurance as required by Section 14 and is responsible for the cost of any damage caused by the Tenant, its employees, agents, or invitees.

MODIFIED GROSS LEASE
 Tenant Initials: Landlord Initials:

In addition to Base Rent, the Tenant shall pay the following expenses directly or as Additional Rent:

Tenant-paid expenses (list):

Landlord-paid expenses (list):

TRIPLE NET (NNN) LEASE
 Tenant Initials: Landlord Initials:

In addition to Base Rent, the Tenant shall pay one hundred percent (100%) of all Operating Expenses for the Premises, including without limitation: real estate and personal property taxes and assessments; property and casualty insurance premiums; all utilities (electricity, gas, water, sewer, waste removal); HVAC, plumbing, and electrical maintenance and repair; janitorial and landscaping services; parking area maintenance; management fees; and all other costs of operating and maintaining the Premises. The Landlord has no obligation to provide any services or pay any expenses with respect to the Premises under a Triple Net structure.

NNN — TAXES: The Tenant shall pay all real estate taxes and special assessments attributable to the Premises during the Lease Term. At the Landlord's option, taxes shall be paid monthly in advance based on one-twelfth (1/12) of the estimated annual amount. Taxes for any partial year shall be prorated.

NNN — INSURANCE: The Tenant shall maintain comprehensive general liability insurance as specified in Section 14. Proof of coverage must be provided to the Landlord prior to occupancy and upon renewal.

7. OPERATING EXPENSES AND CAM CHARGES

Where this Lease is a Modified Gross or NNN structure, the following provisions govern the Tenant's share of Operating Expenses and Common Area Maintenance ("CAM") charges:

Tenant's Pro-Rata Share (%):

Base Year for Operating Expenses:

CAP ON CONTROLLABLE EXPENSES: Annual increases in controllable Operating Expenses (excluding taxes, insurance, and utilities) passed through to Tenant shall not exceed:

- CAP applies: % increase per year over the prior year.
- No cap applies to Operating Expense pass-throughs.

RECONCILIATION: Within ninety (90) days after each calendar year end, the Landlord shall provide the Tenant with an itemized statement of actual Operating Expenses. If the Tenant's estimated payments exceed actual costs, the surplus shall be credited against the next installment of Additional Rent or refunded at lease end. If actual costs exceed estimated payments, the Tenant shall pay the deficiency within thirty (30) days of receipt of the statement.

AUDIT RIGHT: Upon thirty (30) days' written notice and no more than once per calendar year, the Tenant or its designated representative may audit the Landlord's Operating Expense records at the Landlord's office during normal business hours. Audit costs are the Tenant's responsibility unless the audit reveals an overcharge exceeding three percent (3%), in which case the Landlord shall bear the reasonable cost of the audit.

8. FLORIDA TAXES AND DOCUMENTARY STAMP TAX

FLORIDA SALES TAX ON RENT (Fla. Stat. § 212.031): Commercial rent in Florida is subject to Florida state sales tax. The Tenant shall pay, in addition to Base Rent and all Additional Rent, all applicable Florida sales tax and any applicable county discretionary sales surtax on each rental payment. The current state rate is subject to change by the Florida Legislature; the Tenant is responsible for paying the rate in effect at the time each payment is due. The Landlord shall remit all collected sales tax to the Florida Department of Revenue as required by law.

FLORIDA DOCUMENTARY STAMP TAX (Fla. Stat. § 201.031): This Lease is subject to Florida documentary stamp tax at the rate of \$0.35 per \$100 (or fraction thereof) of the total rent reserved for the entire Lease Term, including any renewal periods if exercised. The Parties agree that: (check one)

- Tenant shall be solely responsible for paying all documentary stamp tax.
- Landlord shall be solely responsible for paying all documentary stamp tax.
- Documentary stamp tax shall be split equally between the Parties.

Documentary stamp tax is due and payable at the time this Lease is executed. Failure to pay does not affect the enforceability of this Lease but may result in penalties assessed by the Florida Department of Revenue.

9. LATE PAYMENT AND INTEREST

Rent not received within _____ days after the due date shall be subject to: (check one)

Grace period (days):

- Interest at the rate of % per annum, calculated daily from the due date until paid in full.
- A flat late fee of: per occurrence.

All delinquent payments shall be applied first to accrued interest or late fees, then to the oldest outstanding principal

balance. The Tenant's obligation to pay interest or late fees does not limit any other remedy available to the Landlord.

10. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the following amount as a Security Deposit for faithful performance of all Tenant obligations (there is no statutory return deadline for commercial security deposits in Florida; return is governed exclusively by this Agreement):

Security Deposit Amount: \$

Return deadline after lease end (days):

The Security Deposit shall be held by the Landlord in: (check one)

- A separate account maintained solely for this deposit.
- The Landlord's general operating account (commingling permitted by agreement).

The Landlord may apply the Security Deposit to unpaid rent, damages beyond ordinary wear and tear, costs of restoring the Premises, or any other obligation of the Tenant under this Agreement. The Landlord shall provide an itemized written statement of any deductions within the return deadline above. The Security Deposit shall not be applied to the last month's Rent without the Landlord's prior written consent.

11. UTILITIES AND SERVICES

Utilities and services shall be allocated as follows. Under a Gross Lease, the Landlord bears all costs unless otherwise specified below. Under Modified Gross or NNN, the Tenant bears all costs not expressly reserved to the Landlord:

Landlord-provided utilities / services:

Tenant-provided utilities / services:

INTERRUPTION OF SERVICES: The Landlord shall not be liable for any temporary interruption in utilities or services beyond the Landlord's reasonable control (including outages caused by third-party providers, casualty, or government action), provided the Landlord uses commercially reasonable efforts to restore such services promptly. No rent abatement shall apply unless an interruption renders the Premises wholly untenantable for more than five (5) consecutive business days due solely to Landlord's negligence.

12. PARKING

Parking at the Premises: (check one)

- Parking is provided to the Tenant as follows:
 - Total spaces:
 - Spaces are reserved and assigned to the Tenant.
 - Spaces are unreserved (shared common parking).
 - Parking is included in Base Rent at no additional charge.
 - Parking is at an additional monthly charge: per space.

- No parking is provided or allocated to the Tenant.

13. SIGNAGE RIGHTS

The Tenant's signage rights are limited to what is expressly granted below. All signage must comply with applicable municipal ordinances, building codes, and any recorded covenants or restrictions. The Tenant shall obtain all

required permits prior to installation and shall remove all signage upon vacating, restoring the Premises to its pre-sign condition.

- Exterior building signage is permitted, subject to Landlord's prior written approval of design, size, and placement.
- Lobby directory listing is included.
- Monument or pylon sign rights are granted:
 Monument sign specifications / location:
- No exterior signage rights are granted. Interior signage only, not visible from outside.

14. INSURANCE

TENANT'S REQUIRED INSURANCE:

Throughout the Lease Term, the Tenant shall maintain at its sole expense the following insurance coverages with carriers licensed to do business in Florida and rated at least A-/VII by A.M. Best:

- (a) Commercial General Liability: minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering bodily injury, property damage, personal injury, and advertising injury arising from the Tenant's use of the Premises. The Landlord and, if applicable, the Landlord's mortgagee shall be named as Additional Insureds.
- (b) Property / Business Personal Property: covering Tenant's furniture, fixtures, equipment, and inventory at replacement cost value.
- (c) Workers' Compensation: as required by Florida law, with Employers' Liability limits of not less than \$100,000 per occurrence.
- (d) Business Interruption Insurance [Optional]: covering loss of business income for a period of not less than twelve (12) months.

If Tenant's liability limits exceed the minimums above, the higher limits govern:

Agreed CGL per occurrence: \$ Aggregate: \$

LANDLORD'S INSURANCE: The Landlord shall maintain property and casualty insurance on the building structure at replacement cost value. The Landlord's insurance does not cover the Tenant's personal property, trade fixtures, or improvements.

MUTUAL WAIVER OF SUBROGATION: Each Party waives any right of recovery against the other for losses covered by that Party's insurance, and each Party shall cause its insurer to endorse its policies with a waiver of subrogation in favor of the other Party.

CERTIFICATES: The Tenant shall deliver certificates of insurance to the Landlord prior to occupancy and upon each policy renewal. Failure to maintain required insurance entitles the Landlord to obtain equivalent coverage and charge the cost to the Tenant as Additional Rent.

15. TENANT IMPROVEMENTS AND BUILD-OUT

Regarding Tenant Improvements ("TI") to the Premises: (check one)

- Tenant accepts the Premises "as-is" with no TI allowance from Landlord.
- Landlord provides a TI allowance of:
 to be disbursed per the Work Letter attached as Exhibit A.

All Tenant improvements and build-out work shall be performed only with the Landlord's prior written consent and in accordance with plans approved by the Landlord. All work must comply with the Florida Building Code, applicable local codes, and ADA requirements. The Tenant shall obtain all required permits and shall provide the Landlord with

copies of all permit approvals. Improvements that become affixed to the Premises shall, upon expiration or termination of this Lease, become the property of the Landlord unless the Landlord requires their removal in writing, in which case the Tenant shall restore the Premises to their original condition at the Tenant's expense.

MECHANIC'S LIENS: The Tenant shall have no authority to encumber the Premises or the Landlord's interest therein with any mechanic's, materialman's, or contractor's lien. The Tenant shall cause any such lien to be discharged or bonded over within twenty (20) days of filing. Failure to do so constitutes a default entitling the Landlord to discharge the lien at the Tenant's expense.

16. ALTERATIONS

The Tenant shall not make any alterations, additions, or modifications to the Premises without the Landlord's prior written consent, which shall not be unreasonably withheld for non-structural, non-systems alterations costing less than:

Consent threshold: \$

All alterations must comply with the Florida Building Code and require all applicable permits. Upon the expiration or earlier termination of this Lease, the Tenant shall, at the Landlord's election, either (i) remove all alterations and restore the Premises to their original condition, or (ii) surrender the alterations as part of the Premises, free and clear of all liens.

17. MAINTENANCE AND REPAIRS

LANDLORD OBLIGATIONS:

Subject to the lease structure selected in Section 6, the Landlord shall maintain and repair the building's structural components (foundation, exterior walls, roof), common areas, and, under a Gross Lease, all major building systems. The Landlord shall perform such maintenance within a reasonable time after receiving written notice from the Tenant.

TENANT OBLIGATIONS:

The Tenant shall maintain the interior of the Premises in good condition and repair throughout the Lease Term, including all trade fixtures, equipment, and interior finishes. Under Modified Gross and NNN structures, the Tenant is also responsible for HVAC maintenance and repair. The Tenant shall promptly notify the Landlord in writing of any damage or deficiency. The Tenant shall not commit or permit waste and shall comply with all applicable health, safety, and building codes. The Tenant shall at its expense replace any glass broken as a result of its acts or negligence.

18. ADA COMPLIANCE

Responsibility for compliance with the Americans with Disabilities Act (42 U.S.C. § 12181 et seq.) and the Florida Building Code is allocated as follows:

LANDLORD: Responsible for ADA compliance of the building's base structure, exterior, parking areas, and common areas, including access routes from public rights-of-way to the Premises entrance.

TENANT: Responsible for ADA compliance within the Premises, including all Tenant improvements, alterations, and the Tenant's specific use and operations. The Tenant shall indemnify the Landlord for any ADA claims arising from the Tenant's interior build-out or operations.

19. ENVIRONMENTAL / HAZARDOUS SUBSTANCES

The Tenant shall not cause or permit the use, storage, generation, release, or disposal of any Hazardous Substances on, in, under, or about the Premises in violation of CERCLA (42 U.S.C. § 9601 et seq.), RCRA (42 U.S.C. § 6901 et seq.), or Florida's Pollutant Discharge Prevention and Control Act (Fla. Stat. § 376). "Hazardous Substances" means any substance defined as hazardous, toxic, or a pollutant under applicable federal, state, or local law.

The Tenant shall immediately notify the Landlord and all required governmental authorities of any release or threatened release of Hazardous Substances. The Tenant shall, at its sole expense, remediate any contamination caused by the Tenant's operations to the satisfaction of all applicable regulatory authorities. The Tenant shall indemnify, defend, and hold harmless the Landlord from all claims, costs, fines, and liabilities arising from the Tenant's breach of this section. This indemnification survives termination of the Lease.

20. LANDLORD'S RIGHT OF ENTRY

The Landlord and its agents, employees, and contractors shall have the right to enter the Premises at all reasonable times upon at least twenty-four (24) hours' advance written notice for purposes including inspection, making repairs, alterations, or improvements, showing the Premises to prospective tenants or purchasers, or any other legitimate business purpose. In the event of a genuine emergency threatening life, property, or the structural integrity of the building, the Landlord may enter without prior notice.

21. INDEMNIFICATION AND HOLD HARMLESS

TENANT'S INDEMNIFICATION: The Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord), and hold harmless the Landlord and its officers, members, managers, employees, and agents from and against any and all claims, actions, damages, liability, losses, costs, and expenses (including reasonable attorneys' fees) arising from: (a) the Tenant's use or occupancy of the Premises; (b) any act, omission, or negligence of the Tenant, its employees, agents, contractors, or invitees; (c) any breach of this Agreement by the Tenant; or (d) any latent defects in the Premises that were known to the Tenant at execution and not disclosed to the Landlord.

LANDLORD'S INDEMNIFICATION: The Landlord shall indemnify, defend, and hold harmless the Tenant from claims arising from the Landlord's gross negligence or willful misconduct relating to the common areas or building structure, except to the extent caused by the Tenant's acts or omissions.

22. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease or any interest herein, or sublet the Premises or any portion thereof, without the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment or subletting without consent shall be void and constitute a material default.

RECAPTURE RIGHT: Within thirty (30) days of receiving the Tenant's written request to assign or sublet, the Landlord may, at its option, recapture the Premises by terminating this Lease (or the applicable portion thereof) as of the proposed effective date of the assignment or subletting.

PROFIT SHARING: If an approved assignment or subletting results in the Tenant receiving rent or other consideration exceeding the Base Rent payable under this Lease, the Tenant shall pay to the Landlord fifty percent (50%) of such excess as Additional Rent, after deducting the Tenant's reasonable costs of the transaction (brokerage, tenant improvement allowances, legal fees).

PERMITTED TRANSFERS: Notwithstanding the foregoing, no consent is required for an assignment to an entity that controls, is controlled by, or is under common control with the Tenant (an "Affiliate"), provided the Tenant provides thirty (30) days' prior written notice and the Affiliate assumes all Tenant obligations in writing.

23. DEFAULT AND REMEDIES

EVENTS OF DEFAULT — The Tenant shall be in default if:

(a) **MONETARY DEFAULT:** The Tenant fails to pay any Rent or other monetary obligation when due, and such failure continues for three (3) business days after the Landlord delivers written notice of non-payment pursuant to Fla. Stat. § 83.20.

(b) **NON-MONETARY DEFAULT:** The Tenant fails to perform or observe any non-monetary obligation under this Lease and such failure is not cured within thirty (30) days after written notice from the Landlord (or such longer period

as is reasonably necessary, provided the Tenant commences cure within the thirty-day period and diligently pursues it to completion).

(c) **BANKRUPTCY/INSOLVENCY:** The Tenant makes a general assignment for the benefit of creditors; a receiver or trustee is appointed for a substantial portion of the Tenant's assets and such appointment continues for thirty (30) days; the Tenant files a voluntary petition in bankruptcy or an involuntary petition is filed and not dismissed within sixty (60) days.

(d) **OTHER:** The Tenant abandons the Premises; provides materially false information in connection with this Lease; or uses the Premises for any purpose other than the Permitted Use.

LANDLORD'S REMEDIES UPON DEFAULT:

(i) **TERMINATION:** Upon expiration of the applicable notice and cure period, the Landlord may terminate this Lease by written notice to the Tenant and recover possession of the Premises pursuant to Fla. Stat. § 83.20.

(ii) **DISTRESS FOR RENT / LANDLORD'S LIEN:** Pursuant to Fla. Stat. § 83.08, the Landlord has a lien upon the Tenant's personal property located on the Premises for all unpaid rent and other charges due under this Lease. The Landlord may exercise all rights provided by Florida law with respect to such lien.

(iii) **ACCELERATION:** Upon termination, the Landlord may accelerate and declare immediately due and payable all Rent that would have been payable for the remainder of the Lease Term, discounted to present value at a rate of four percent (4%) per annum.

(iv) **RE-LETTING:** The Landlord may re-enter and re-let the Premises on such terms as the Landlord deems appropriate, applying any net proceeds to the Tenant's outstanding obligations. The Tenant shall remain liable for any deficiency after re-letting.

(v) **CUMULATIVE REMEDIES:** All remedies set forth herein are cumulative and in addition to all other remedies available at law or in equity. The Landlord's election of one remedy does not preclude any other.

24. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT (SNDA)

SUBORDINATION: This Lease is and shall remain subordinate to any mortgage, deed of trust, or ground lease (each a "Superior Interest") now or hereafter encumbering the building or land, and to any and all advances made on the security thereof and all renewals, modifications, consolidations, replacements, and extensions thereof. The Tenant shall, within ten (10) days of demand, execute and deliver any subordination agreement reasonably requested by the holder of a Superior Interest.

NON-DISTURBANCE: Notwithstanding the foregoing subordination, this Lease shall not be terminated and the Tenant's possession shall not be disturbed as a result of any foreclosure or other enforcement of a Superior Interest, provided the Tenant is not in default under this Lease at the time of such enforcement.

ATTORNMENT: In the event of a foreclosure or deed-in-lieu thereof with respect to any Superior Interest, or in the event of a sale or assignment of the Landlord's interest in the building, the Tenant shall automatically attorn to and recognize the new owner as Landlord under this Lease and shall promptly execute any documents confirming such attornment.

25. ESTOPPEL CERTIFICATE

Within ten (10) days after written request from the Landlord (or from any prospective purchaser, lender, or other party designated by the Landlord), the Tenant shall execute, acknowledge, and deliver an estoppel certificate certifying: (a) whether this Lease is in full force and effect and has been modified (and, if so, the nature of the modifications); (b) the Commencement Date and Expiration Date; (c) the amount of Base Rent and the date through which all Rent has been paid; (d) whether the Landlord is in default and, if so, the nature of such default; and (e) such other matters as the requesting party may reasonably request. The Tenant's failure to deliver the estoppel within such period shall be deemed a certification that the facts stated in the Landlord's proposed estoppel are true and correct.

26. HOLDOVER TENANCY

Pursuant to Fla. Stat. § 83.04, if the Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without the execution of a new lease or written extension, such holdover tenancy shall be deemed, at the Landlord's option, a month-to-month tenancy terminable upon thirty (30) days' written notice by either Party. During any holdover period, the Tenant shall pay Base Rent at a rate equal to one hundred fifty percent (150%) of the Base Rent in effect during the last month of the Lease Term, plus all Additional Rent obligations. The Landlord's acceptance of holdover rent does not constitute consent to the holdover or waive the Landlord's right to reclaim possession.

27. DAMAGE AND DESTRUCTION

If the Premises are damaged or destroyed by fire, casualty, or other peril, the following shall apply:

PARTIAL DAMAGE: If the Premises are partially damaged but remain usable, the Landlord shall diligently repair the damage at its expense (subject to the lease structure), and Base Rent shall be equitably abated in proportion to the portion of the Premises rendered untenable during the repair period.

SUBSTANTIAL DAMAGE / TOTAL DESTRUCTION: If the Premises are substantially damaged (more than fifty percent (50%) of the replacement cost) or totally destroyed, either Party may terminate this Lease by written notice within thirty (30) days of the casualty event, effective as of the casualty date. If neither Party elects to terminate, the Landlord shall restore the Premises within a commercially reasonable time, and rent shall abate during the restoration period.

REPAIR DEADLINE: If the Landlord does not substantially complete repairs within:

Maximum repair period (days):

from the date of casualty, the Tenant may terminate this Lease by written notice. The Landlord's repair obligation shall not exceed the insurance proceeds available for such repair.

28. CONDEMNATION AND EMINENT DOMAIN

If all or substantially all of the Premises are taken or condemned by any governmental authority through eminent domain or a deed given in lieu thereof (a "Taking"), this Lease shall terminate as of the date of such Taking, and all Rent shall be apportioned to that date. If only a portion of the Premises is taken and the remainder is rendered unsuitable for the Tenant's operations, the Tenant may terminate this Lease by written notice within thirty (30) days of the Taking.

All condemnation awards shall belong exclusively to the Landlord, except that the Tenant shall be entitled to pursue a separate claim (if permitted by law) for compensation for its trade fixtures, moving expenses, and loss of business goodwill, provided such award does not reduce the Landlord's award.

29. FORCE MAJEURE

Neither Party shall be in default under this Lease (other than for monetary obligations) to the extent that performance is delayed or prevented by a cause beyond that Party's reasonable control, including acts of God, natural disaster, declared public health emergency, war, civil unrest, acts of governmental authority, or labor disputes not caused by the affected Party (each a "Force Majeure Event"). The affected Party shall promptly notify the other in writing and shall use commercially reasonable efforts to overcome the Force Majeure Event. Monetary obligations, including the obligation to pay Rent, are expressly excluded from this Force Majeure provision.

30. BANKRUPTCY AND INSOLVENCY

If all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or trustee and such appointment continues for thirty (30) days, or if the Tenant makes a general assignment for the benefit of creditors, or

files for protection under any chapter of the United States Bankruptcy Code, or an involuntary petition in bankruptcy is filed against the Tenant and not dismissed within sixty (60) days, then this Lease shall not constitute an asset in any such proceeding and, at the Landlord's election, the Landlord may declare this Lease terminated and immediately re-enter and repossess the Premises, subject to applicable provisions of federal bankruptcy law.

31. UCC FIXTURE FILING [Optional]

If the Landlord retains or is granted a security interest in any of the Tenant's personal property, fixtures, or equipment located on the Premises as additional security for Rent or other obligations, the Parties agree that such security interest shall be perfected by the filing of a UCC-1 Financing Statement with the Florida Secured Transaction Registry pursuant to Florida's adoption of UCC Article 9 (Fla. Stat. § 679). The Tenant shall cooperate in executing any financing statements or fixture filings reasonably requested by the Landlord.

32. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered by: (i) personal delivery; (ii) certified mail, return receipt requested, postage prepaid; or (iii) nationally recognized overnight courier with tracking, to the addresses below. Notice is effective upon personal delivery, one (1) business day after overnight courier deposit, or three (3) business days after mailing.

Landlord Notice Address:

Landlord Notice Email (optional):

Tenant Notice Address:

Tenant Notice Email (optional):

33. ATTORNEYS' FEES

In any legal proceeding arising out of or relating to this Lease, including actions for unpaid rent, recovery of possession, or breach of any term hereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees, and court costs incurred at trial and on any appeal, as permitted by Florida law.

34. NO WAIVER

No failure or delay by either Party to exercise any right or remedy under this Lease shall constitute a waiver of that right or any other right. No acceptance of partial payment or partial performance shall waive the non-defaulting Party's right to full payment or full performance.

35. SEVERABILITY

If any provision of this Lease is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed to give maximum effect to the Parties' intent.

36. GOVERNING LAW AND VENUE

This Lease is governed by the laws of the State of Florida, including Fla. Stat. § 83, Part I (Non-Residential Tenancies). Any dispute arising hereunder shall be resolved exclusively in the state or federal courts located in the county in which the Premises is situated. Each Party irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue.

37. BINDING EFFECT AND SUCCESSORS

This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors,

administrators, legal representatives, successors, and permitted assigns. Nothing herein creates any rights in any third party.

38. ENTIRE AGREEMENT AND AMENDMENTS

This Lease, together with all exhibits and addenda attached hereto, constitutes the entire agreement between the Parties regarding the Premises and supersedes all prior negotiations, representations, warranties, and understandings, whether written or oral. This Lease may be amended only by a written instrument signed by duly authorized representatives of both Parties with the same formality as this Lease.

39. ADDITIONAL PROVISIONS [Optional]

The following additional terms, if any, are incorporated herein:

EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Florida Commercial Lease Agreement to be executed by their duly authorized representatives as of the dates written below. Each signatory represents that they have the authority to bind the entity on whose behalf they sign.

Landlord Signature: Date:

Printed Name:

Title / Position:

Entity Name:

Witness Signature: Date:

Witness Printed Name:

ACKNOWLEDGMENT OF NOTARY PUBLIC — STATE OF FLORIDA

County of _____

On this ____ day of _____, 20____, before me personally appeared _____, as Landlord of this Commercial Lease Agreement, who proved to me through government-issued photo identification to be the above-named person, and in my presence executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Signature: Date:

Notary Printed Name:

My Commission Expires:

Tenant Signature: Date:

Printed Name:

Title / Position:

Entity Name:

Witness Signature: Date:

Witness Printed Name:

ACKNOWLEDGMENT OF NOTARY PUBLIC — STATE OF FLORIDA

County of _____

On this ____ day of _____, 20____, before me personally appeared _____, as Tenant of this Commercial Lease Agreement, who proved to me through government-issued photo identification to be the above-named person, and in my presence executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Signature: Date:

Notary Printed Name:

My Commission Expires:

PERSONAL GUARANTY [Optional]

In consideration of the Landlord entering into the foregoing Lease with the Tenant, and for other good and valuable consideration, the undersigned Guarantor hereby unconditionally and irrevocably guarantees the full and prompt payment and performance of all obligations of the Tenant under the Lease, including without limitation all Rent, Additional Rent, damages, and attorneys' fees.

This is a guarantee of payment and performance and not merely of collection. The Landlord need not first proceed against the Tenant before enforcing this Guaranty. This Guaranty shall survive any assignment, modification, or renewal of the Lease and shall continue in full force until all Tenant obligations are fully satisfied.

Guarantor Full Legal Name:

Guarantor Address:

Phone: Email:

Guarantor Signature: **Date:**

Printed Name:

Witness Signature: **Date:**

Witness Printed Name:

ACKNOWLEDGMENT OF NOTARY PUBLIC — STATE OF FLORIDA

County of _____

On this ____ day of _____, 20__, before me personally appeared _____, as Guarantor of this Commercial Lease Agreement, who proved to me through government-issued photo identification to be the above-named person, and in my presence executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Signature: **Date:**

Notary Printed Name:

My Commission Expires:

REQUIRED FLORIDA DISCLOSURES

DISCLOSURE 1 — RADON GAS (Fla. Stat. § 404.056)

RADON GAS: Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons 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 department.

DISCLOSURE 2 — LANDLORD IDENTIFICATION (Fla. Stat. § 83.50)

Pursuant to Fla. Stat. § 83.50, as applied to commercial practice, the following person(s) are authorized to receive notices, demands, and service of process on behalf of the Landlord:

Authorized Agent / Property Manager:

Agent Mailing Address:

Agent Phone: Agent Email:

DISCLOSURE 3 — LEAD-BASED PAINT (42 U.S.C. § 4852d)

The building in which the Premises is located: (check one)

- Was built prior to 1978. A "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" addendum is attached and must be initialed and signed by all Parties before this Lease is effective.
- Was NOT built prior to 1978. Lead-based paint disclosure is not applicable.