



FORM 1: APPLICANT GENERAL INFORMATION

Applicant Information				
Applicant Name Triangle Capital, Inc.				
Mailing Address				
[REDACTED]				
City	Apt/Ste #	State	ZIP Code	Country
[REDACTED]		[REDACTED]	[REDACTED]	USA

Contact Information		
First Name	Last Name	Middle Initial
[REDACTED]	[REDACTED]	
Telephone Number	Designated Email (for Department/Applicant Communications)	
[REDACTED]	[REDACTED]	

Medical Director Information		
First Name	Last Name	Middle Initial
[REDACTED]	[REDACTED]	
Florida Physician (MD or DO) License Number	Telephone Number	Email
[REDACTED]	[REDACTED]	[REDACTED]

Section 4.2 Declaration of Exempt Information: The following is a listing of information that is claimed to be exempt from public disclosure from each section and subsection of the application.

Exempt Information type:

1. Trade secrets, as defined in s. 688.002(4).
2. Valuable confidential business or professional information that otherwise does not qualify as trade secrets.
3. Substantial relationships with specific prospective or existing customers, patients, or clients.
4. An ongoing business or professional practice, by way of trade name, trademark, service mark, or “trade dress”.
5. A specific geographic location.
6. A specific marketing or trade area.
7. Extraordinary or specialized training.

Subsection	Exempt Information Type
Section 4.1 – Applicant Information	3,5
Section 4.2 – Declaration of Exempt Information	None
Subsection 4.3.1 Florida Business Registration	2,3
Subsection 4.3.2 DACS Documentation	2,3,5
Subsection 4.3.3 Level 2 Background Screening	2,3,5

Subsection 4.4.1 – Cultivation Plan	3,5
Subsection 4.4.2 – Cultivation Infrastructure	2,3,5
Subsection 4.4.3 – Ability to Secure Cultivation Infrastructure	2,3,5
Subsection 4.5.1 – Processing Plan	4
Subsection 4.5.2 – Processing Infrastructure	2,5
Subsection 4.5.3 – Ability to Secure Processing Infrastructure	2,3,5
Subsection 4.6.1 – Dispensing Plan	2,5
Subsection 4.6.2 – Dispensing Infrastructure	4,5,6
Subsection 4.6.3 – Ability to Secure Dispensing Infrastructure	2,3,5,6
Subsection 4.7.1 – Premises Security	3,5
Subsection 4.7.1 Addendum	2, 5
Subsection 4.7.2 – IT Security	None
Subsection 4.7.3 – Diversion, Unlawful Access, and Transportation	None

Subsection 4.7.4 – Personnel Screening and Training	None
Subsection 4.7.5 – Recalls	None
Subsection 4.8.1 – Experience in the Marijuana Industry	3,5
Subsection 4.8.2 – Other Relevant Experience	5
Subsection 4.8.3 – Business Plan	2,3,5
Subsection 4.8.4 – Prior Enforcement Action	3
Subsection 4.9.1 – Experience in the Marijuana Industry	3,5,7
Subsection 4.9.2 – Other Relevant Experience	3,5,7
Subsection 4.9.2 Addendum	3,5,7
Subsection 4.9.3 – Oversight	None
Subsection 4.9.4 – Managing Conflicts of Interests	None
Subsection 4.9.5 – Medical Director Acknowledgment and Certificate of Course Completion	3
Subsection 4.10.1 – Personnel Qualifications	3
Subsection 4.10.1 Addendum	3,5
Subsection 4.10.2 – Drug-Free Workplace	None

Subsection 4.10.3 – Personnel Training	3,5
Subsection 4.11.1 – Diversity Plan	3,5,6
Subsection 4.11.2 – Implementation of Diversity Plan	5,6
Subsection 4.12.1 – Certified Financial Statements	2,3,5
Subsection 4.12.2 – Available Funding	2,3,4,5
Subsection 4.12.2 Addendum	2,3,5
Subsection 4.12.3 – Projected Budget	2,3,4,5
Subsection 4.12.3 Addendum	2
Subsection 4.13.1 – Ownership Information for Individual (Natural Person) Applicants	None
Subsection 4.13.2 – Ownership Information for Entity Applicants	2,3,5
Subsection 4.13.3 – Capitalization Tables, Change of Control, and Related Entities	2,5,6
Section 4.14 – Applicant Acknowledgment	2
Section 4.15 – Citrus Preference Documentation	None

Section 4.16– Pigford/BFL Application Fee Transfer Request	None
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State of Florida

Department of State

I certify from the records of this office that TRIANGLE CAPITAL, INC. is a corporation organized under the laws of the State of Florida, filed on January 9, 1998.


The document number of this corporation is [REDACTED]

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 20, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of April, 2023*




Secretary of State

Tracking Number: [REDACTED]

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

WILTON SIMPSON
COMMISSIONER

ISSUED TO:

TRIANGLE CAPITAL, INC.
[REDACTED]
[REDACTED]
[REDACTED]

THIS CERTIFICATE EXPIRES: 05/03/2024

FEE PAID: \$35.00

REGISTRATION NO.: [REDACTED]

DATE ISSUED: 04/14/2023

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

Subsection 4.3.3 Level 2 Background Screening

1. Below find a complete list of the applicants owners and managers

Name	Position	Email	Physical Mailing Address	Livescan TCN Number
[REDACTED] [REDACTED]	Owner	[REDACTED]	[REDACTED], [REDACTED]	[REDACTED]0
[REDACTED]	Owner	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	Owner	[REDACTED]	[REDACTED], [REDACTED]	[REDACTED]3
[REDACTED]	Owner	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	Owner	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	Manager	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

<div>██████████</div> <div>██████████</div>	Manager	<div>██████████@██████████</div>	<div>██████████</div> <div>██████████</div>	<div>██████████</div>
<div>██████████</div> <div>██████████</div>	Manager	██████████	<div>██████████</div> <div>██████████</div>	<div>██████████</div>
<div>██████████</div> <div>██████████</div>	Manager	██████████	<div>██████████</div> <div>██████████</div>	<div>██████████</div>
<div>██████████</div> <div>██████████</div>	Manager	██████████	<div>██████████</div> <div>██████████</div>	<div>██████████</div>
<div>██████████</div> <div>██████████</div>	Manager	██████████	<div>██████████</div> <div>██████████</div>	<div>██████████</div>

2. Attached find a completed Form 2 (Waiver Agreement and Statement) executed by each owner and manager

- a.

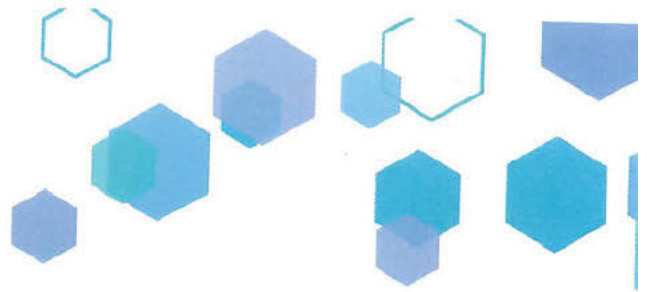
██████████
- b.

██████████
- c.

██████████
- d.

██████████

e.
f.
g.
h.
i.
j.
k.



FORM 2: WAIVER AGREEMENT AND STATEMENT
For Criminal History Record Checks

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Sig

Pri

Ma

Email

4/21/23

Date

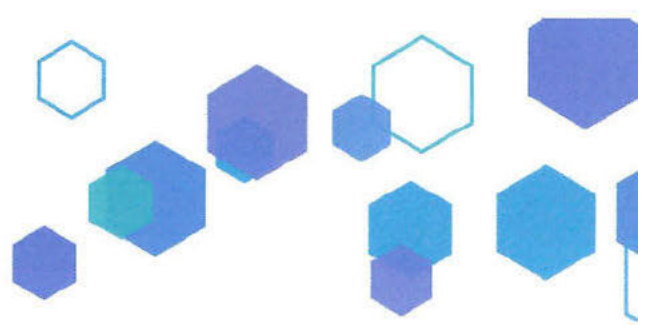
435.09

Date of Birth

(MM/DD/YYYY)

Triangle Capital, Inc.

MMTC Applicant Name

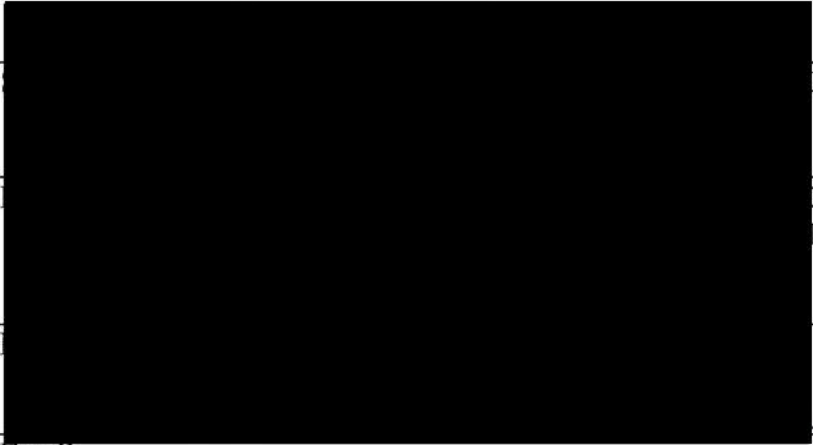





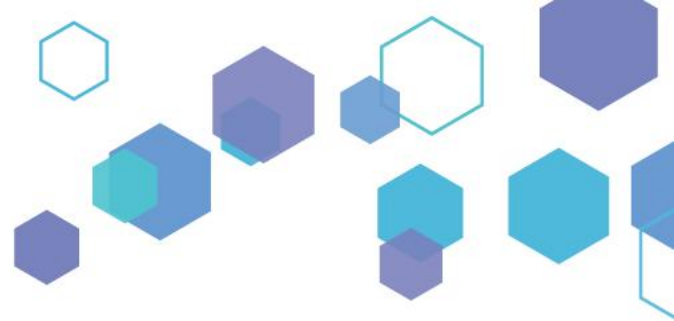
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	<u>4-10-23</u>
	Date
	 435.09
	Date of Birth (MM/DD/YYYY)
	
	<u>1</u>
Email	
<u>TRIANGLE CAPITAL, INC.</u>	
MMTC Applicant Name	

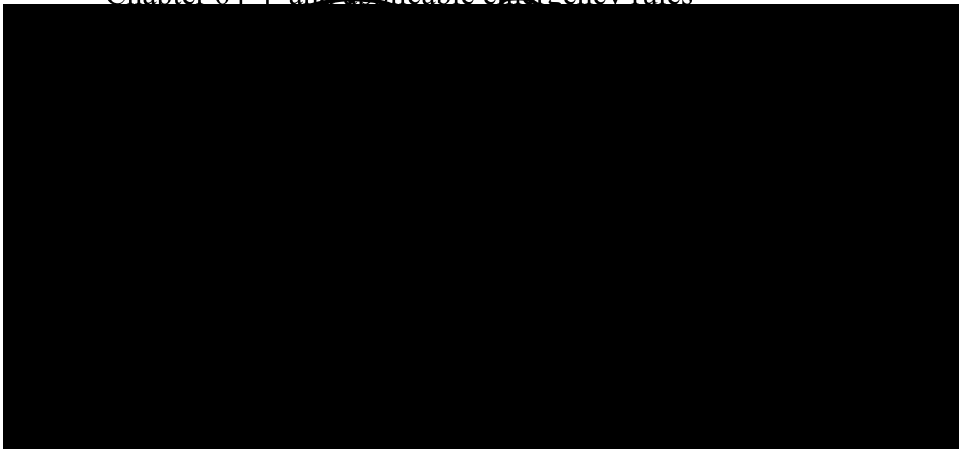


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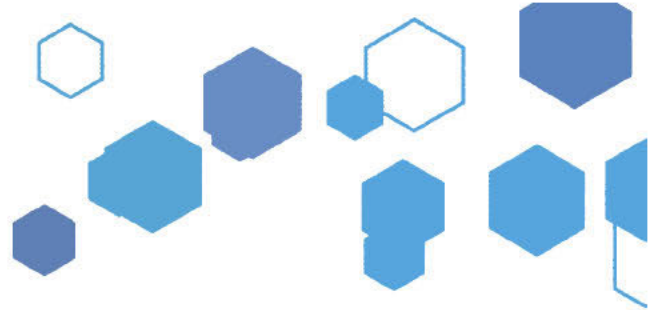
te

te of Birth
M/DD/YYYY)

Email

Triangle Capital, Inc.

MMTC Applicant Name



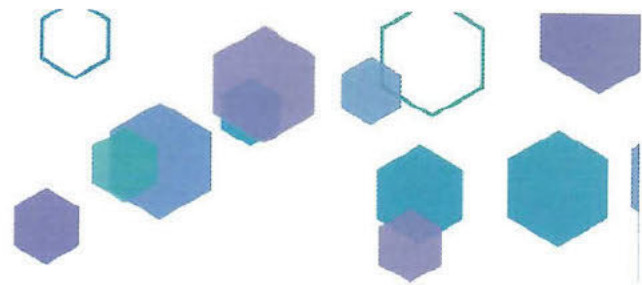
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	Date
	<div style="background-color: black; color: red; padding: 5px; text-align: center;">435.09</div>
	Date of Birth (MM/DD/YYYY)
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Email	
<div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-top: 10px;">Triangle Capital, Inc</div>	
MMTC Applicant Name	

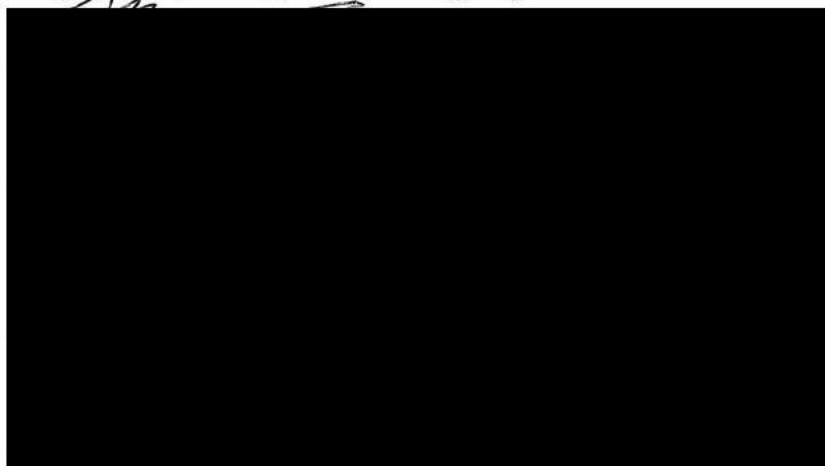


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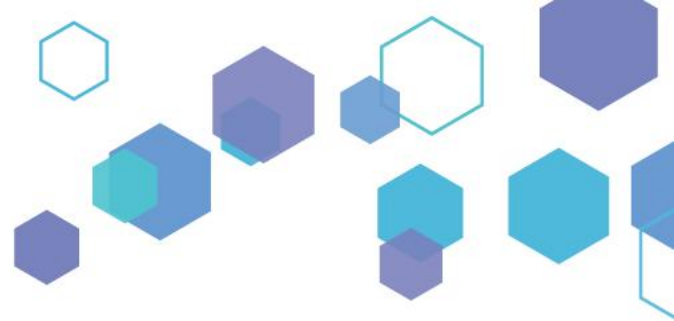


04/11/2023
Date

435.09
Date of Birth
(MM/DD/YYYY)



Triangle Capital Inc
MMTC Applicant Name



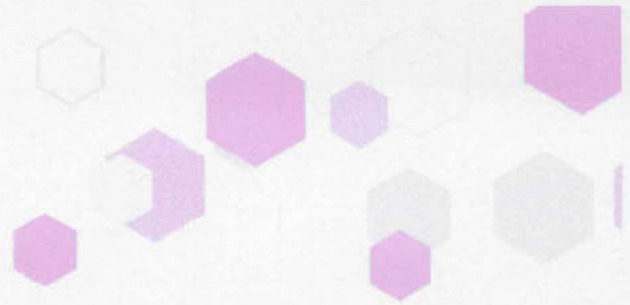
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<div style="background-color: black; width: 80px; height: 30px; margin-bottom: 5px;"></div> <hr/>	04/12/23
Sign	Date
<div style="background-color: black; width: 110px; height: 20px; margin-bottom: 5px;"></div> <hr/>	<div style="background-color: black; color: red; padding: 2px 5px;">435.09</div> <hr/>
Printed Legal Name	Date of Birth (MM/DD/YYYY)
<div style="background-color: black; width: 340px; height: 20px; margin-bottom: 5px;"></div> <hr/>	
Mailing Address	
<div style="background-color: black; width: 230px; height: 20px; margin-bottom: 5px;"></div> <hr/>	
Email	
<div style="background-color: black; width: 170px; height: 20px; margin-bottom: 5px;"></div> <hr/>	
Triangle Capital, Inc.	
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Signature

Date

4/4/2023

435.09

Date of Birth
(MM/DD/YYYY)

Email

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MMTC Applicant Name

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04/07/2023
Date

Printed Legal Name

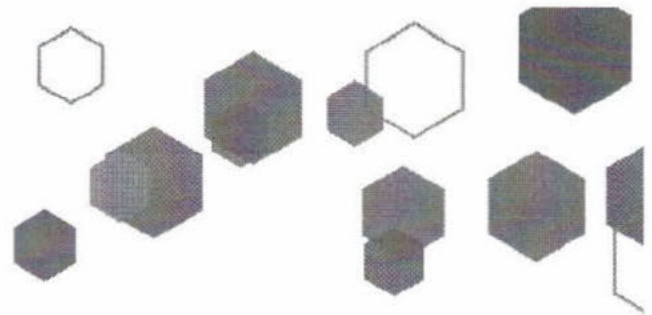
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	Date
	<div style="background-color: black; color: red; padding: 5px; display: inline-block;">435.09</div>
	Date of Birth (MM/DD/YYYY)

Mailing Address

Email

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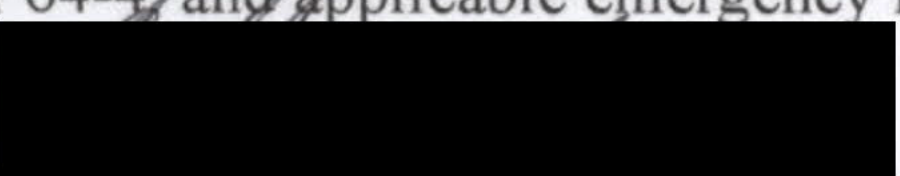



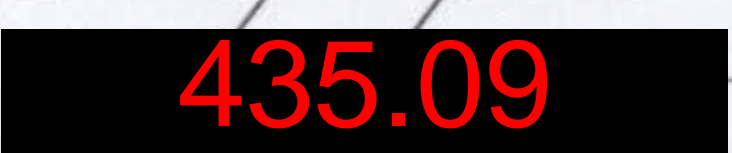
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I understand that the OMMU may disclose to the applicant for Medical Marijuana Treatment Center (MMTC) licensure listed below whether I am authorized to serve as an owner or manager for the MMTC upon licensure, as provided in section 381.986, F.S., Florida Administrative Code Chapter 64-4, and applicable emergency rules.

Signature  Date 4/24/23

 
Printed Legal Name Date of Birth/
(MM/DD/YYYY)


Mailing Address


Email

Triangle Capital, Inc.
MMTC Applicant Name

I hereby authorize the Livescan Service Provider of my choosing to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that my background report will be sent to the Florida Department of Health, Office of Medical Marijuana Use (OMMU), and that I would be able to receive any national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), sections 16.30-16.34, and that I could then freely disclose any such information to whomever I choose.

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Date _____

Date of Birth
(MM/DD/YYYY)

Email

Triangle Capital, Inc.
MMTC Applicant Name

Subsection 4.4.1 – Cultivation Plan: The Cultivation Plan will ensure the Company cultivates marijuana in accordance with the requirements of section 381.986(8), F.S. and Department rules.

Processes, Methods and Techniques for Cultivating Marijuana, but not Limiting to, low-THC cannabis: The Company's team will apply its vast knowledge of botany and horticulture to its cultivation operations. The Company's cultivation team is composed of multiple cultivation experts who have produced award-winning marijuana strains in different legal marijuana markets around the country. These strains, which include low-THC cannabis options, will offer a wide range of positive benefits to the qualifying patients of Florida who will be the end users of the marijuana cultivated at the Company's cultivation facility. The Company's cultivation team members have developed proven cultivation practices from their four decades of experience cultivating marijuana in [REDACTED] and [REDACTED]

The Company will maintain an appropriate level of production while considering the impact on consistency, quality, and efficacy. The Company's Head of Cultivation will:

- Maintain a regular harvest cycle to ensure consistent supply, maximize efficiency, and allow for effective plant management techniques.
- Stagger harvest cycles in separate flowering quadrants to create a harvest rotation (every 2 weeks).
- Base plant growth and operational procedures upon maximizing the number of harvests per year and the amount produced for each harvest, while still complying with all applicable laws and regulations and keeping an adequate number of cultivars/ strains in each harvest batch.

- Develop a production schedule to efficiently coordinate all harvesting operations between cultivation, trimming, inventory, and processing staff.
- Overpopulate clones, and vegetative areas to provide a buffer for any unforeseen problems that may arise requiring plants to be destroyed.
- Maintain an integrated pest management plan to protect crops from pest-related damage and yield reduction, including beneficial insect applications
- Maintain sufficient records to track, monitor, and make reasonable judgments about the effectiveness of crop management methods implemented.

The cultivation operations will require resources such as water, electricity, and materials for packaging. The Company endeavors to conserve these crucial resources and reduce its carbon footprint by using energy efficient practices and equipment. The Company will pursue certification from the [REDACTED] in the area of sustainability.

The growing medium used for all plants is of a rock wool composition (spun fibers from molten rock), which has been successfully used in other markets. The ready to use rock wool blocks are pH adjustable and provide a consistent wetting agent. Incorporated with the Company's automated fertigation system it allows for direct feed after transplanting, reducing biological shock and the need for immediate calcium and magnesium application. Rock wool blocks are a sustainable option with minimal environmental impacts and as a result, the most suitable fit for the Company's cultivation operations. The used blocks will be ground and mixed with composting material which additionally supports the composting process.

We will utilize established soilless cultivation techniques to grow and sustain plant growth. The Company's cultivation procedures will require daily plant care and handling to ensure that any

disease or pest issue is discovered immediately. Additionally, the Company will address environmental concerns raised by indoor and greenhouse marijuana cultivation operations, including provision of light, fresh air ventilation, cooling, dehumidification, and control of pests and diseases, as well as preventing runoff of nutrient waste and unnecessary discharge, to protect water quality. When various crops are in the same room or area, they will be organized by strains and chemotypes. The Company will also ensure that all propagation materials are properly identified by genus, species, variety, and chemotype, and that all plants are traceable to origin, and free of pests and disease.

To reduce the occurrence of male plants, and the genetic diversity associated with seedlings, the Company will use the cuttings of female (or mother) plants, a process known as cloning, as the primary method of propagation. Cloning provides genetic replicas of the original plant and will provide predictable results compared with previous growth tendencies. The Head of Cultivation will select mother plants by observing those that appear to be the healthiest and strongest plants.

Types of Marijuana - Strain Selection: The Head of Cultivation will determine the variety of strains to be cultivated. The following factors will be considered when determining strain selection: disease resistance; public demand; availability; other strains currently in production; average yield; plant growth habits and length of cultivation cycle; cannabinoid and terpenoid profile (e.g., high CBD strains); amount of plant material and quality available; and difficulty of processing (e.g. harvesting, drying, curing, trimming, etc.).

The Company envisions that a minimum of 15 to 20 award winning flower strains will be cultivated in the cultivation facility, covering a variety of medicinal needs and focus points, all of which will be categorized by their type and potency. For ease of operations, and to allow for more competitive pricing, all strains that are selected will have a similar height and flowering

time to allow the Cultivation employees to apply similar practices across all strains produced onsite. The Company's inventory will be limited to reflect current public needs at our dispensary locations. Strains may include:

- Sativa Strains: Blue Dream; Bruce Banner; Clementine; Glass Slipper; Glueball; Headband; Lilac Diesel; Lucky Charms; Strawberry Cough; Super Lemon Haze
- Indica Strains: Angel OG; Black Cherry OG; Crescendo; Gelato; Giesel; Glue; Hound Dawg; Tahoe Alien; Wedding Cake; White Fire
- low-THC cannabis Strains: Critical Mass; Critical Kush; Bubba Kush; ACDC

Amount of Marijuana Expected to Cultivate on an Annual Basis: The Company will ensure that a consistent supply of marijuana is available to be sold at each licensed dispensary. With our phased roll out approach the Company expects to meet patient demand with strategic expansion of cultivation operations, reflected below is the projected first two years marijuana yield of dried finished marijuana ready for sale or additional processing:

Year 1 of cultivation operations post licensure - Flower: 1,773 LBS and Trim: 511 LBS

Year 2 of cultivation operations - Flower: 8,733 LBS and Trim: 2,146 LBS

Adequately Supplying the Dispensing Locations proposed: The Company will ensure that a consistent supply of marijuana is available to be sold at its licensed dispensaries by leveraging its years of experience in accurately estimating consumer and product demand in the early years of a startup program. These estimated demands will determine the ideal cultivation facility size and configuration needed to provide the cultivation operation with enough capacity to meet consumer demand. The Company will calculate projections for expected consumer growth by using all of these factors and metrics: conservative projected assumptions of regulated market penetration

and usage rates derived from decades of combined experience creating products and servicing qualifying consumers in the marijuana industry; statistical productivity data based on years of real-world, high-volume cultivation and processing experience from similar markets; publicly available data published by other states' marijuana programs; prevalent rates of qualifying conditions within Florida; and data contained in published clinical studies. Additionally, the Company has analyzed consumer trends and population growth in the state.

Pesticide-Free Organic Farming: The Company's operations will be going beyond the requirements set forth in the Department's Pesticide Use on Medical Marijuana Rule by not using any pesticides in the cultivation of marijuana with a goal of following best practice for organic farming. This approach will minimize the exposure of harmful pesticides to employees, the public, and the environment while minimizing toxic wastewater run-off. The Company's strategy is to use alternative methods of pest control by implementing integrated pest management strategies. Alternative methods of pest control in our integrated pest management plan include predatory insects, naturally derived foliar sprays, and other organic applications. All members of the cultivation team will be active participants in the Company's efforts to control insect pests without the use of pesticides. Any and all cultural practices will be implemented and executed with the intention of minimizing the risk of exposure or contamination from pests. A variety of acceptable mechanical, physical, and biological prevention controls will be implemented and maintained. Plants will be inspected daily for any signs of pests.

Integrated Pest Management (IPM): Under the supervision of the Head of Cultivation, the Company will implement Integrated Pest Management ("IPM") procedures that include pest control options that are the most economical and present the least possible hazard to people, the plants, and the environment. The main components of IPM will be to prevent, reduce, or

maintain pest populations. The Head of Cultivation will implement and monitor IPM practices to predict potential levels of crop damage, mitigate risk, and control pests. All MMTC cultivation employees will be trained on thorough plant and seed inspection and identification of all plant pests that endanger or threaten the horticulture or agriculture of Florida, as defined by section 581.011(26), F.S., and identified in Rule 5B-2.0025, F.A.C.

IPM will include, at a minimum:

- Prevention.
 - Use of verified pest-free supplies.
 - Removal of potential pest habitats, food sources, and breeding areas.
 - Management of environmental factors, to provide maximum plant health in order to prevent pest infestation and reproduction.
 - Enforcement of sanitation and hygiene measures.
- Monitoring and identification.
 - Daily visual inspections of all seeds, growing media, and planted material for signs of pests.
 - Pheromone baited sticky traps placed throughout the cultivation areas to notify of and identify the presence of potentially harmful insects.
 - Communication with the local agriculture department or county extension to assist with proper identification of pest issues, if necessary.

Plan for Tracking Marijuana Plants, Seed to Sale Tracking: The Company will maintain a system of record keeping that will permit the identification of any lot or batch of medical marijuana. Maintaining a clear electronic log for every plant cultivated is of utmost importance; from phase changes, movement to new rooms/locations, its harvest, transfers to dispensaries or

manufacturing, in which case would be tracked through extraction and creation into derivative products, and finally to the sale of those options. As part of this system, the Company will ensure that all marijuana entering and leaving the cultivation facility bears a “lot” or “control” number in addition to an identifying name to make it possible to easily identify and recall the medical marijuana or marijuana-infused products that are found to be unsafe. BioTrack, the Company’s seed-to-sale tracking software will allow users to track the yield and concentrations of different cannabinoids in every strain, as well as the performance of a mother plant over time. The inventory tracking system will associate each medical marijuana plant with harvested and infused products packaged for sale. The software will record the source of packaging and labeling products, as well as the date of receipt of the material and the vendor’s name and address.

Experience with Integrated Pest Management (IPM)- will not require fumigation as a form of pest control: The Company’s employees have over four decades of collective experience in growing marijuana in highly regulated environments and have pooled their experience into a thorough set of knowledge and practices. Under the supervision of the Head of Cultivation, the cultivation staff will implement Integrated Pest Management (“IPM”) procedures that prevent and reduce potential levels of crop damage, while mitigating risk and controlling pests. Our thorough SOPs and IPM techniques will not require fumigation as a form of pest control. All of the Company’s cultivation employees will be trained on these SOPs and IPM techniques, including plant inspection and identification.

The Head of Cultivation will establish inspection schedules for each crop to monitor for pests. At a minimum, detailed visual microscopic and naked-eye inspection of each crop will be performed and documented daily and more frequently in the event of an identified pest issue. To

detect early pest issues, a crop scouting program that includes both sticky trap cards and visual inspection is necessary. Regular scouting is also necessary to monitor the efficacy of control measures and will be done daily during normal operations (watering, pruning, transplanting, etc.). All crops will be inspected by two or more trained Cultivation team members, who will record and report their findings to the Head of Cultivation. If infested or infected, the cultivation team will utilize an appropriate treatment, remediation, or removal and destruction plan, which will minimize and contain exposure to other plants.

Waste Management: The Company has taken the most effective SOPs and industry best practices and synthesized them to develop our own detailed plan for the responsible tracking, destruction, storing and disposal of any “Marijuana Waste”. Any waste composed of or containing marijuana or parts of the marijuana plant—will be stored, secured, collected and disposed of in accordance with Rule 64-4.207, F.A.C. Furthermore, all employees are trained to comply with applicable federal and state laws and regulations, as well as any applicable local regulations or ordinances, for solid and liquid wastes, as required by Section 381.986(8)(e), F.S.

Disposal of Unused or Surplus marijuana: We will require employees to log all waste created by cultivation and processing functions. Our waste management procedures will instruct employees on the safe, complaint handling of Marijuana Waste and we will require all employees to adhere to regulations prescribed by the Department. Marijuana Waste means all marijuana byproduct, scrap, harvested marijuana, and marijuana-infused products not intended for distribution to a dispensing organization. All Marijuana Waste will be destroyed and disposed of in accordance with Rule 64-4.207, F.A.C. and Section 381.986(8)(e), F.S.

Marijuana Waste will be categorized by type: (1) Plant material waste; (2) Processing waste (3) Product waste (4) Contaminated materials. (5) Hazardous waste or universal waste, as defined in Rule 62-730.020, F.A.C.

Marijuana Waste will be rendered unusable and unrecognizable or irretrievable so that the resulting mixture is incapable of being salvaged and consumed, following the methods set forth in Rule 64-4.207, F.A.C. Marijuana Waste that is rendered unusable and unrecognizable or irretrievable will be composted onsite in accordance with Chapter 62-709, F.A.C. We will maintain a current and up-to-date Waste Management Plan, described below:

Step 1 – Notification: Using BioTrack, our seed-to-sale tracking system, we will notify the Department a minimum of 72 hours prior to rendering the product unusable and unrecognizable or irretrievable and subsequently composting of the product, in accordance with Rule 64-4.207(8), F.A.C.

Step 2 – Render Unusable and Unrecognizable: Render Marijuana Waste unusable and unrecognizable by grinding and mixing the compostable Marijuana Waste with at least an equal amount of other (non-marijuana) compostable materials. Material used to grind with the marijuana falls into two categories:

- 1) Compostable Mixed Waste: food waste; yard waste; vegetable-based grease or oils; or other wastes approved by the Department of Environmental Protection in Chapter 62-709, F.A.C. (e.g., clean wood and vegetative waste)
- 2) Non-Compostable Mixed Waste: paper waste; cardboard waste; plastic waste; oil; or other wastes approved by the Department (e.g., metals, glass, plastics, leather).

At least two employees of the cultivation facility, one of whom will be a manager, shall be present when rendering the Marijuana Waste unusable and unrecognizable or irretrievable. Steps

taken to render Marijuana Waste unusable and unrecognizable or irretrievable shall be conducted under video surveillance. Once marijuana waste is incorporated with nonconsumable solid waste (“destroyed”), it will be considered unusable and unrecognizable.

Step 3- Recordkeeping: All Marijuana Waste records will be retained for minimally two years. All video surveillance recordings of the persons rendering the Marijuana Waste unusable and unrecognizable or irretrievable will be retained for minimally 45 days. The Company will maintain a record of:

- 1) The date, time, and manner of rendering Marijuana Waste unusable and unrecognizable or irretrievable,
- 2) Signatures of the persons who performed the destruction and how much was destroyed.
- 3) The date, time, and manner of disposing of the Marijuana Waste, including whether the Marijuana Waste was composted onsite or delivered to a solid waste management facility or permitted composting facility.

Step 4 – Disposal: Marijuana Waste rendered unusable and unrecognizable or irretrievable will be disposed of via one of the following methods:

- 1) Delivered to an appropriate solid waste management facility, as defined in subsection 62 701.200(112), F.A.C. (2/15/2015).
- 2) Delivered to a composting facility that is registered with or permitted by the Department of Environmental Protection pursuant to Chapter 62-709, F.A.C. (04/2021).
- 3) Composted onsite in accordance with Chapter 62-709, F.A.C. (04/2021).

Subsection 4.4.2 – Cultivation Infrastructure: The Company’s team has amassed substantial experience operating licensed marijuana businesses in regulated states across the country. Over that time, we have established and implemented industry best practices that have resulted in a solid security record leading to effective and safe cultivation of marijuana. The Company will create a culture of responsibility, accountability, and strict security surrounding all aspects of the cultivation and processing operations at the facility and throughout the business.

Facility Overview: The Company has selected and signed a Purchase Sale Agreement (PSA) with a facility located in [REDACTED], Florida [REDACTED] (Property). The Property is located in a rural area of [REDACTED] County, Florida. According to the [REDACTED] County Property Assessor's office, the parcel ID number for the site is [REDACTED]. The site is situated in an agricultural (A-1) zoned area of [REDACTED] County, Florida. The Property is bound to the north by a undeveloped General Commercial (C-2) zoned lot across [REDACTED], to the west and south by Agricultural (A-1) zoned lots, currently under cultivation, and to the east by another General Commercial (C-2) zoned lot currently being utilized as a restaurant/ pub. The facility is not located in a wetlands or FEMA flood zone. The site comprises one parcel of land totaling approximately [REDACTED] acres, currently developed with a one-story light industrial building constructed in 2015. The building contains approximately [REDACTED] square-feet (SQFT) of space and is currently vacant, but was originally used for packaging watermelons. The property has two permitted wells, a 6 inch and 4 inch well. Electricity is supplied by FP&L. [REDACTED], the Planning/Development [REDACTED] has approved the Company’s “*Site Development Plan for converting the existing building and loading area into an indoor cannabis cultivation use involving the growing, processing and shipping of medical marijuana*”, this approval is attached in Addendum 4.7.1.

Capacity of growing area(s): Leveraging decades of experience creating products and servicing medical marijuana patients, the Company used conservatively projected assumptions of registered medical marijuana consumer market penetration and usage rates to determine the ideal size and configuration of the facility and growing area. This planning info is based on years of real-world, high-volume marijuana cultivation and processing experience, combined with publicly available data published by other states' marijuana programs, along with the prevalence rates of qualifying conditions within Florida, and data contained in published clinical studies. Additionally, the Company has analyzed consumer trends and population growth in the state to provide accurate projections for expected patient growth. The projected assumptions will provide the Cultivation and Processing operation with enough capacity to meet consumer demand.

Phase 1: "Modular Cultivation + Processing" will utilize prefabricated greenhouses and will house [REDACTED] SQFT of flowering and vegetative cultivation space.

Phase 2: "Existing Facility Retrofit", as shown in the architectural plans in addendum 4.7.1, will house [REDACTED] SQFT of flowering and vegetative cultivation space. This is in addition to the [REDACTED] SQFT from Phase 1, bringing the total flowering and vegetative cultivation space to [REDACTED] SQFT.

Phase 3: "Facility Expansion ([REDACTED] SQFT)", this is an intermediate phase to ensure the Company has the cultivation support and processing capacity to support future greenhouse expansion phase(s).

Phase 4: "Greenhouse Expansion" will include our first large greenhouse expansion, once constructed, Phase 4 will have the capacity to house [REDACTED] SQFT of flowering and vegetative cultivation space, which will be phased in, but once fully operational this would bring the Company's total flowering and vegetative cultivation space to [REDACTED] SQFT. The phased

approach described above will ensure the Company has a consistent supply of marijuana available to be sold at each licensed dispensary.

Cultivation Environment: In Phase 1, the Company will utilize prefabricated greenhouses designed to achieve successful marijuana cultivation in a secure controlled environment; these greenhouses will allow for expedited construction and operations. In Phase 2, the retrofitted facility will feature controlled temperatures and humidity; antimicrobial, hygienic walls and floors as well as sanitary operations; the prevention of unintended pollination or any other airborne contaminant, and optimized Cultivation conditions to maximize yield, and cannabinoid content and terpene profile. The closed environment will be slightly pressurized, with negative pressure that draws air to the exhaust systems. In Phase 4, the Greenhouse expansion will utilize gutter connected greenhouses equipped with sophisticated automated environmental controls and an irrigation/nutrient delivery system. The Head of Cultivation will oversee the daily monitoring of all environmental factors. All Cultivation areas will be equipped with stand-alone environmental monitoring systems and any abnormal condition will be addressed immediately. Workspaces, equipment, and utensils will be cleaned, maintained, and sterilized at appropriate intervals to prevent malfunctions or contamination that would alter the safety, identity, strength, quality, or purity of the cannabis.

Facility Odor Mitigation: The Company does not anticipate the cultivation facility will generate any outside odor of marijuana. The Company will install air treatment systems to reduce any off-site odors, and will institute a rigorous odor control plan for the facility. The odor mitigation strategies described here are consistent with industry best practices and compliant with all applicable State and local laws and regulations. Our odor control plan, summarized below, utilizes a combination of equipment monitoring and regular maintenance to address

marijuana odor arising from our MMTC facility operations. The facility exhaust vents contain active carbon filters designed to eliminate odor during hourly air exchanges. The Company will ensure state-of-the-art active forced air carbon filtration on all exit points and at intermediary points throughout the facility at specific control points. The MMTC facility will be regularly and frequently cleaned and sanitized to reduce odors caused from any operations. Employees will be trained to report any detectable odor onsite that could be detected off site so that it can be mitigated. The ASHRAE requirements for the minimum ventilation rate in selected space indicates minimums for IIVIC (CFM/Person) at 20, and ASHRAE standards at 6. Other methods to ensure healthy indoor air circulation include: (1) Use energy efficient air intake and outtake fans in the cultivation areas, which are also 50% quieter than standard fans, resulting in less noise pollution; (2) Use state of the art carbon filters that rely on activated carbon in the cultivation areas, which are professional-grade carbon filters in use in research labs to scrub the inside air; (3) Use gaseous ozone and hydrogen peroxide to neutralize odors and clean surfaces; and (4) Use vapor-phase systems along all greenhouse roof vents.

Cultivation systems: The Company will implement cutting edge crop steering practices that will allow the Head of Cultivation to quantify operational performance compared to final product quality and potency. Our proprietary crop steering practices require accurate and calibrated equipment in conjunction with a significant amount of data collection that the Company will obtain from our sophisticated fertigation system and seed-to-sale inventory tracking system. By controlling and recording plant inputs (e.g., light and irrigation) and environment (e.g. climate, humidity, and electrical conductivity of media) the Head of Cultivation will be able to directly correlate which manipulated factors influence yields and quality of final products. The Company's cultivation team members have developed proven cultivation practices from their

four decades of experience cultivating cannabis in multiple markets and will be able to lean on this data to make informed decisions on cultivation systems and practices. Furthermore, the Company will be able to utilize already established relationships with equipment manufacturers to aid in commissioning and technical support to ensure efficient and productive operations.

Lighting and Electrical Demand: The Company intends to use LED lighting fixtures throughout all grow and flower stages, saving up to 50% of lighting energy compared to standard practices, to reduce the power and energy required by the facility to operate an efficient and compliant cultivation facility. The Company plans to utilize numerous vegetative and flower rooms to allow for fluctuating lighting schedules, thus reducing high demand periods. Implementation of automated lighting schedules and motion sensors to be used throughout the building will reduce the overall electrical demand. The Company has proactively reached out to the facility's electrical supplier and have been preapproved for a power supply increase of up to 11 MVA, which will be more than enough power to support all cultivation and processing operations, infrastructure and equipment necessary.

Irrigation Systems and Nutrient Dispersal: The Company's water and nutrient conservation plan will forecast and monitor the plants water needs. This includes proper irrigation scheduling (in both frequency and volume), runoff control, and uniform application of water through automated drip irrigation. Water and nutrient conservation measures will start with the use of a fully automated fertigation system that continuously monitors the moisture content for each plant's growing medium to deliver only the amount needed. Water and nutrients will be used in a targeted, planned, and efficient manner. Depending on the phase of growth the plant is in, the fertigation system will determine which nutrients will be applied. Throughout all phases of growth, the nutrients will be mixed into the water supply that is meticulously and efficiently

introduced to the plants. Where possible, automation of watering systems will be implemented to reduce water waste and eliminate inconsistent plant health that can occur as a result of overwatering. Employing drip irrigation will ensure all water use is managed on an automated schedule and virtually eliminates any excess water waste or runoff. Drip watering measures require the installation of irrigation systems that feed directly to each plant through thin drip tubes. As a result of this efficient watering method, any and all nutrients that are used will be completely absorbed by the plants. The Company will also utilize other water recapture methods, such as drainpipes and lines, dehumidifiers, and condensation recapture modules. The system will capture water from plant irrigation as well as condensation from the HVAC system to be reused in facility operations and mitigate water waste. The recaptured water will be treated to prevent the growth and spread of microbial pathogens prior to being recycled.

Environmental Control Systems: The Company's Head of Cultivation will ensure that all marijuana is cultivated in a controlled environment, as well as, oversee the daily monitoring of all environmental factors. The facility will feature controlled temperatures and humidity; antimicrobial, hygienic walls and floors as well as sanitary operations; the prevention of airborne contaminants, and optimized cultivation conditions to maximize yield and cannabinoid and terpenoid content. The closed environment will be slightly pressurized, with negative pressure that draws air to the exhaust systems. All cultivation areas will be equipped with stand-alone environmental monitoring systems and any abnormal condition will be addressed immediately, these systems will include, at a minimum: (1) Type 3 chemical detector capable of detecting carbon monoxide, low oxygen, and explosive environments; (2) Monitoring device(s) that provide(s) 24-hour monitoring, text alerts, audible alarms and keeps record(s) of: lighting; temperature; humidity; air change rate; carbon dioxide level; and (3) The use of automated

climate control monitoring equipment and software. Each room's climate will be controlled using vents, air conditioners, heaters, and dehumidifiers to ensure the most favorable growing conditions. Rooms will be monitored via temperature and humidity sensors. The sensors will be placed in every room and communicate with a hub that is connected to the building's internet router/modem. Alerts will be sent via text message and email to the Head of Cultivation or their designee if: conditions violate predetermined parameters, if a sensor's batteries are low, or signal is interrupted or weak. Each room and all surfaces will be cleaned by vacuuming and mopping with an aqueous ozone solution, which will be made on site. The room will be thoroughly dried using a dehumidifier and sterilized using a hospital-grade ionizer. Multiple fans will be installed in each room to allow adequate air flow, which reduces the probability of mold or mildew forming and strengthens the plants' branch structure.

Backup Plans for all Systems: The Company will have on-site commercial backup power generators for the facility to ensure appropriate operational support of all HVAC and venting systems, security systems, light deprivation and shading systems and to a lesser degree supplemental lighting capabilities is a key component of our ability to minimize any power disruptions. We will also deploy a back-up or redundant control system for our watering and nutrient delivery systems as deemed appropriate by best practices in the industry.

In addition to all the other requirements, the Company will have a back-up alarm system that will detect unauthorized entry when no employees will be present at the facility. Keys and access codes to the alarm system will be controlled in such a manner as to prevent access to the Cultivation facility by anyone other than authorized employees. Only authorized employees have the authority to deactivate the alarm system. The backup system will automatically notify State or local police in the event of a breach of security or loss of electrical support.

Subsection 4.4.3 – Ability to Secure Cultivation Infrastructure

Cultivation Systems Infrastructure Secured: On March 1st, the Company secured a [REDACTED] SQFT industrial building at [REDACTED] on [REDACTED] acres approved for marijuana cultivation, extraction and processing in [REDACTED] County. On April 7th the [REDACTED] Planning board approved the Site Development Plan to convert the existing building into an indoor marijuana cultivation and processing facility. The [REDACTED] Planning Board has approved a [REDACTED] month extension of the Site Development Plan to [REDACTED].

The systems secured on site include:

- (1) Sufficient availability of electrical power up for initial startup phasing, with pre approval to upgrade to phased expansion of cultivation and processing capabilities.
- (2) The site has one 6" permitted well for irrigation as well as one 4" permitted potable well.

Cultivation Systems Infrastructure Not Yet Secured & Timeframe for obtaining cultivation authorization from the Department: To best execute on the Department's requirements after licensure, the Company has created a construction plan that consists of four phases for the Wauchula property over a two year period starting the day of licensure:

Phase 1, "Modular Cultivation + Processing", will utilize prefabricated greenhouses that will house [REDACTED] SQFT of flowering and vegetative cultivation space. Phase 1 cultivation infrastructure will be secured through a lease from Sprung Structures Inc. to build three prefabricated greenhouses that will be operational within 15 days of licensure. Our plan to operationalize immediately following licensure assumes all pre-construction planning, site, facility architecture and design has been completed prior. Due to thorough planning activities, prefabricated greenhouse delivery and installation timelines are known, and therefore will be

purchased to align with operational requirements. Further, our plan assumes that once the Company requests cultivation authorization, within 15 business days of licensure, the Department will inspect, and subsequently approve, the [REDACTED] SQFT of greenhouse flower and vegetative cultivation space for operations within 14 business days of that request.

To enable rapid expansion of cultivation capabilities in support of upcoming processing needs and dispensary roll-out, contracts with construction subcontractors will be executed within 30 days of licensure enabling Phase 2 construction to begin in month 1.

Phase 2 “Existing Facility Retrofit”, as shown in the architectural plans in addendum 4.7.1, will house [REDACTED] SQFT of flowering and vegetative cultivation space. This is in addition to the [REDACTED] SQFT from Phase 1, bringing the total flowering and vegetative cultivation space to [REDACTED] SQFT. In month 5 the Company will procure longer lead-time HVAC, Electrical, and Co2 systems and infrastructure (table below) that will be utilized for the Phase 2 “Existing Facility Retrofit”. In month 6 fertigation and security systems and cultivation equipment noted in the table below will be purchased. The Company’s plan assumes that 239 days post licensure (month 8), the Company will request cultivation authorization for the Phase 2 “Existing Facility Retrofit” and the Department will inspect and subsequently approve the [REDACTED] SQFT of additional flowering and vegetative cultivation space for operations, within 14 business days of that request. Once approved for operations by the Department, the Company anticipates having [REDACTED] SQFT of total flowering and vegetative cultivation space.

Phase 3 “Facility Expansion [REDACTED] SQFT)” is an intermediate phase to ensure the Company has the cultivation support and processing capacity to support future greenhouse expansion phase(s).

The Company will execute subcontractor contracts and make initial payments to initiate Phase 3 “Facility Expansion (■■■ SQFT)” in month 9.

The Company will execute subcontractor contracts and make initial payments to initiate Phase 4 “Greenhouse Expansion” in month 10. Phase 4 will include our first large greenhouse expansion, once constructed, Phase 4 will have the capacity to house ■■■ SQFT of flowering and vegetative cultivation space, which will be phased in, but once fully operational this would bring the Company’s total flowering and vegetative cultivation space to ■■■ SQFT.

The Company will purchase longer lead-time HVAC, Electrical, and CO2 systems and infrastructure (table below) that will be utilized for the Phase 4 flowering and vegetative cultivation expansion. (month 13)

In month 14 we will purchase security, fertigation, and additional processing equipment that will be utilized for the Phase 4 flowering and vegetative cultivation expansion.

Our plan assumes that 460 days post-licensure (month 16), the Company will request cultivation authorization and the Department, within 14 business days, will inspect and subsequently approve our Phase 3 “Facility Expansion (■■■ k SQFT)”.

Phase 4 “Greenhouse Expansion” plan assumes that 490 days post-licensure (month 16), the Company will request cultivation authorization for Phase 4 “Greenhouse Expansion” and the Department will inspect and subsequently approve the capacity to house ■■■ SQFT of flowering and vegetative cultivation space, within 14 business days. Once approved, the Company will begin to phase in the ■■■ SQFT of flowering and vegetative cultivation space. Once fully operational Phase 4 would bring the Company’s total to ■■■ SQFT of flowering and vegetative cultivation space for operations.

Assumptions upon which “Cultivation Authorization” timeframe is based: The Company has decades of medical marijuana industry experience, which includes designing, constructing, and operating multiple similar cultivation facilities in [REDACTED] [REDACTED]. The Company has secured \$ [REDACTED] (Commitment Amount) of capital from [REDACTED] investor. The Company has applied this knowledge to make the following general assumptions in planning:

- (1) The Company assumes that the funding is available to support the Company’s projected start-up costs, operating costs, unanticipated expenses, and expansion capital.
- (2) Lead times on building materials and labor availability will remain stable.
- (3) The Department will inspect and approve the Company for cultivation operations within 14 business days of request.
- (4) The Company’s plan for providing suitable cultivation infrastructure assumes an ability to attract and recruit key cultivation leadership, technicians, and trimming staff months in advance of expanded vegetative and flowering cultivation space being approved by the Department for operations.
- (5) Lead times on the cultivation equipment and systems necessary to provide a cultivation infrastructure that complies with the Department cultivation deadlines remain stable. (See table below)

Equipment	Description	Equipment Lead Time
Fertigation / Irrigation Systems	Fertigation Tanks Irrigation Tanks Automated Irrigation/Fertigation Control Systems and Sensors Reverse Osmosis (RO) Systems	1 month prior to operations
CO2 Systems	CO2 Tank and Heater CO2 Piping Systems	1 month prior to operations
HVAC / Back-up Power Equipment	Purpose Built HVAC system Tecogen Chillers Marley Cooling Towers Back-up Emergency Generator	1 month prior to operations
Electrical Buildout	Full Electrical System of 11 MVA IT/Card/Security System Security Vault Building Management Systems Control Bi-Directional Amplifier Systems	1 months prior to operations
Cultivation Equipment and Systems	Vegetative and Flower table and rack system Dry Room Racking Horizontal Air Flow (HAF) Cultivation Fans Element Air Odor Mitigation Systems Cultivation Lighting Dry Rack Systems Seed-to-Sale Inventory Tracking System Harvest Trimming Supplies CANAPA Automatic Pre-Rolling Machine Furniture Fixtures and Equipment for non cultivation area	1 months prior to operations

Subsection 4.5.1 – Processing Plan - Methods of Extraction: The Company’s extraction method will utilize food grade compressed Carbon Dioxide (CO₂) in a Closed Loop System (CLS). The CO₂ CLS will be certified for its safe intended use, in accordance with Rule 64ER21-13 (8)(d) F.A.C. The CO₂ in a liquid state removes the marijuana oils from the plant and subsequently evaporates naturally from the “crude” extract (oleoresin) back into a gaseous state, allowing for recapture and reuse. The initial subcritical run will remove terpenes from the marijuana biomass contained. The CLS is run twice more on the same biomass: (1) with a longer timed subcritical method to efficiently remove cannabinoids; and (2) the final run is performed under supercritical conditions which retrieves all remaining cannabinoids from the biomass. The resulting oleoresin is recorded in all tracking systems and analytical logs, then stored for testing and use. Throughout the extraction process, material is weighed before and after each step to account for product translation and processing loss. In the event of over pressurization, an automatic pressure relief valve purges external to the facility where the CO₂ safely dissipates. Internal CO₂ gas detectors are routinely calibrated to trigger visual and audible alarms, as well as exhaust fans, equipped to remediate unsafe CO₂ levels. Winterization is then conducted by using food grade ethanol to dissolve the marijuana oleoresin extract. This mixture is brought to a sub-zero temperature to facilitate waxes, lipids, plant matter, and other solids to separate, allowing for filtration and removal. Any remaining ethanol is then recaptured for later reuse. The final step is Concentration via short path distillation (SPD). The marijuana oil is heated in a closed loop vacuum system where it is evaporated and purified. The resulting cannabinoids will be decarboxylated and are ready to be incorporated into the Company’s medical marijuana products.

Solvents and Gases: The Head of Processing will implement standard operating procedures (“SOPs”) to ensure all team members properly store, handle, and dispose of all solvents and gasses in accordance with local, state, and federal regulations. The solvents and gasses intended for use are Carbon Dioxide and Ethanol. The Company’s SOPs will comply with all OSHA regulations and National Fire Protection Association (NFPA) guidelines, specifically NFPA 30 for Solvents and NFPA 55 for Carbon Dioxide¹. The Company will implement the use of proper Personal Protection Equipment (PPE), leak detection alarms and exhaust systems, material handling equipment, fire safety cabinets and receptacles.

Every Processing team member will be thoroughly trained in the use and application of required PPE as well as compliant and safe methods for handling solvents and gasses, prior to being allowed to use any such chemicals. Training will also provide employees with an understanding of the use of emergency wash stations in designated use areas. Processing SOPs will require all handling and use of solvents be conducted under a fume hood that constantly exhausts external of the building, to allow for the air exchange for any solvent off-gassing that may occur. Solvents are stored in an NFPA and OSHA approved industrial fire safe cabinet. Similarly, all vessels storing carbon dioxide are secured within a caged cabinet attached to a wall.

Final Product Testing: Will occur prior to approval and transportation for dispensation. All Final Products are required to pass both internal Quality Control standards and regulatory compliance testing performed by a Certified Marijuana Testing Laboratory (CMTL) that meets the requirements of s. 381.988, F.S. and CMTL rules. Regulatory compliance testing will be conducted at key production checkpoints to ensure the safety of our products. Such checkpoints include: testing derivative products after the processing phase; and testing infused marijuana products after the infusion phase.

¹ Rule 64ER21-13 F.A.C.

The Company will contact and arrange for the CMTL to collect a random sample of Final Product from every Retail Batch. Following testing, our products will either be packaged for sale or transferred to the next phase in the production process. Note, all labels affixed to final products earmarked for distribution, will only display the test results conducted by the CMTL.

Record Keeping: The Company's record keeping will consist of an electronic inventory control, seed-to-sale system that will permit the identification of any Final or Derivative Product batch, and all related details of its production and regulatory compliance sampling and testing. To ensure all test samples are being accounted for, the Company has created a "Testing Sample Form." This form will include the derivative or final batch number related to the testing sample, description of product item, the quantity or weight of the testing sample and overall retail batch size, the date and time of sampling, the printed name and signature of (1) our Head of Cultivation or Processing (or designee) and (2) the certified Sampler of the CMTL. The quantities of the testing samples will also be logged in the Company's seed-to-sale tracking software. Test samples will subsequently be transported via a courier, in accordance with s. 381.986 (8)(g) F.S. to a CMTL facility for testing.

Procedures for the Treatment of Final Product: The Company quarantines all retail batches until testing results are received and will mark which batches have passed or failed. Failed batches will be quarantined until they are destroyed or remediated², in the interim, they will be wrapped in yellow tape with brightly colored sticker(s) that clearly read in bold lettering: "FAILED PRODUCT/ QUARANTINED - NOT FOR SALE OR TRANSFER." The Company will retain records of all testing and samples of each batch of marijuana for at least 9 months.³

² Rule 64-46.213 F.A.C.

³ Sec. 381.986 (8)(e)11.d.

Failed Batch Resample and Retest: In the case the Company receives a failed Certificate of Analysis from our CMTL due to Contaminants Unsafe for Human Consumption, within 14 calendar days of receipt, the Company will provide the department with a Notification of Resampling and Retesting form, via email. The Company will arrange for resampling and retesting of the previously failed Retail Batch within 30 calendar days of submission of the Notification of Resampling and Retesting form to the Department. All previously failed Retail Batch(es) will be required to pass two complete regulatory compliance tests using two new samples in order for the Retail Batch to be eligible for dispensation. If the previously failed Retail Batch fails either retest, the Company will either dispose of or remediate, the Retail Batch in accordance with Department rules⁴

Failed Batch Remediation or Disposal: Prior to remediating a failed Retail Batch, the Company will provide the Department with the failed Certificate of Analysis together with a completed “Notification of Remediation” Form, via email. The Company will ensure that any remediation of a failed Retail Batch will be performed within 30 calendar days of the submission of the Notification of Remediation form to the department⁵. *Edibles* that fail regulatory compliance testing for any reason will not be remediated and will be disposed of in accordance with Rule 64-4.207, F.A.C. *Derivative Product*, excluding *Edibles*, that fails regulatory compliance testing will be disposed of in accordance with Rule 64-4.207, F.A.C. *Derivative Products*, excluding *Edibles*, that fail regulatory compliance testing for Residual Solvents, Microbes, or Mycotoxins will be remediated through further processing. *Usable Whole Flower*, that fails regulatory compliance testing will be remediated through processing to create a Derivative Product. All remediated products will be subjected to

⁴ Rule 64-4.207, F.A.C.; Rule 64-4.213, F.A.C.

⁵ Rule 64-4.213 F.A.C

regulatory compliance testing as a new Retail Batch.⁶ All remediated Retail Batches will not be eligible for additional remediation.

Quality Assurance Program: Quality assurance policies have been created to prevent and track contamination incidents by closely documenting events, undertaking corrective action, and ensuring all incoming components are of the requisite quality for their intended use. All completed processing batch records will be reviewed, inspected, and signed by the Company's Head of Compliance to ensure compliance with Food Safety Good Manufacturing Practices and quality.

The Company's "Corrective Actions and Preventive Actions" ("CAPA") plan is an internal system used to document deviations and nonconformances, investigate root causes, and implement actions to prevent recurrence. The Company has the tools and experience to correct, record, and perform a thorough root cause analysis to prevent recurrence of nonconformance or deviation from written procedures.

Food Safety Good Manufacturing Practices: The Company will pursue certification from the Foundation of Cannabis Unified Standards ("FOCUS"). FOCUS certification requirements are based on current World Health Organization Good Manufacturing Practices - (GMP), Good Agricultural and Collection Practices (GACP), and Good Laboratory Practices (GLP); and FDA; OSHA; FTC; Codes of Federal Regulations; global marijuana regulations; and supporting regulatory documents.

Food Safety Good Manufacturing Practices Inspection: Within 12 months after licensure, the Company will obtain a Safe Quality Food (SQF) Certification which is recognized by the Global Food Safety Initiative (GFSI), in accordance with section 381.986(8)(e)(9.), F.S. The SCF Certification is a Food Safety Management Certification Scheme, created and managed by SQF

⁶ Rule 64-4.212 F.A.C.

Institute, which includes requirements that provide a system to manage food safety risks and provide safe products to our end consumers. Once the certified food safety management system is implemented it will be audited and certified by a third-party certification body.

The Company will work with the *American Association for Laboratory Accreditation*, a nationally accredited certifying body, to ensure the practices and procedures created by our team, meet all the requirements recognized by the Global Food Safety Initiative (GFSI).

Plan for Packaging and Labeling: All employees will be trained to have a thorough understanding of Good Manufacturing Practices (“GMP”s) which covers all aspects of producing, packaging, labeling, recording and storing usable products, including the following: Quality Assurance (“QA”) policies and procedures for marijuana production; Recordkeeping Practices; Overview of Manufacturing Operations & Facility; Personnel Health & Hygiene; Gowning Procedures; Deviation Reporting; and Change Control Procedures.

Each usable product will be processed, packaged, and labeled, at the MMTC’s department-approved processing facility, within an enclosed structure and in a room separate from other plants or products in accordance with section 381.986(8)(e)11.a., F.S. Receptacles for any usable product shall be child-resistant and resealable for multiple-use usable products and multi-serving edibles and in compliance with the United States Poison Prevention Packaging Act of 1970, 15 U.S.C. ss. 1471 et seq. All receptacles shall have a firmly affixed label(s) that includes the information required by s. 381.986(8)(e)11.f., F.S., and Rule 64ER20-32 F.A.C., prior to dispensing. Edible products will be individually sealed, within a receptacle, that will be plain, opaque, and white. The receptacle will have a firmly affixed and readable label(s) that minimally includes: A list of all the edible’s ingredients in the order of prominence which uses the common or usual name of food ingredients and identifies major allergens in accordance with the Food

Allergen Labeling and Consumer Protection Act of 2004, Public Law 108-282, Title II; storage instructions; an expiration date; the marijuana universal symbol; a legible and prominent warning to keep away from children and pets; and a warning stating that the edible has not been produced or inspected pursuant to federal food safety laws.

The Company will only dispense usable products in receptacles or packages that have obtained prior department approval for the use of that receptacle, label, and package, in compliance with Rule 64-4.023, F.A.C. Every package of usable products will include an insert intended for the patient or caregiver that provides the information required by s. 381.986(8)(e)12., F.S.

Waste Management: The Company has taken the most effective SOPs and industry best practices and synthesized them to develop our own detailed plan for the responsible tracking, destruction, storing and disposal of any “Marijuana Waste”. Any waste composed of or containing marijuana or parts of the marijuana plant—will be stored, secured, collected and disposed of in accordance with Rule 64-4.207, F.A.C. Furthermore, all employees are trained to comply with applicable federal, state or local laws, pertaining to solid and liquid wastes, as required by Section 381.986(8)(e), F.S. Disposal of Unused or Surplus Marijuana: We will require employees to log all waste created by cultivation and processing functions. Marijuana Waste means all marijuana byproduct, scrap, harvested marijuana, and marijuana-infused products not intended for distribution to a dispensing organization. All Marijuana Waste will be destroyed and disposed of in accordance with Rule 64-4.207, F.A.C. and Section 381.986(8)(e), F.S. Marijuana Waste will be categorized by type: (1) Plant material waste; (2) Processing waste (3) Product waste (4) Contaminated materials. (5) Hazardous waste or universal waste, as defined in Rule 62-730.020, F.A.C. Marijuana Waste will be rendered unusable and unrecognizable or irretrievable so that the resulting mixture is incapable of being salvaged and

consumed, following the methods set forth in Rule 64-4.207, F.A.C. Marijuana Waste that is rendered unusable and unrecognizable or irretrievable will be composted onsite in accordance with Chapter 62-709, F.A.C. We will maintain a current and up-to-date Waste Management Plan, described below:

Step 1 – Notification: Using [REDACTED], our seed-to-sale tracking system, we will notify the Department a minimum of 72 hours prior to rendering the product unusable and unrecognizable or irretrievable and subsequently composting of the product.⁷

Step 2 – Render Unusable and Unrecognizable: Render Marijuana Waste unusable and unrecognizable by grinding and mixing the compostable Marijuana Waste with at least an equal amount of other (non-marijuana) compostable materials. Material used to grind with the marijuana falls into two categories: (1) Compostable Mixed Waste: food waste; yard waste; vegetable-based grease or oils; or other wastes approved by the Department of Environmental Protection in Chapter 62-709, F.A.C. (e.g., clean wood and vegetative waste); and, (2) Non-Compostable Mixed Waste: paper waste; cardboard waste; plastic waste; oil; or other wastes approved by the Department (e.g., metals, glass, plastics, leather).

At least two employees of the cultivation facility, one of whom will be a manager, shall be present when rendering the Marijuana Waste unusable and unrecognizable or irretrievable. Steps taken to render Marijuana Waste unusable and unrecognizable or irretrievable shall be conducted under video surveillance. Once marijuana waste is incorporated with nonconsumable solid waste (“destroyed”), it will be considered unusable and unrecognizable.

Step 3- Recordkeeping: All Marijuana Waste records will be retained for minimally two years. All video surveillance recordings of the persons rendering the Marijuana Waste unusable and unrecognizable or irretrievable will be retained for minimally 45 days. The Company will

⁷ Rule 64-4.207(8), F.A.C.

maintain a record of: (1) The date, time, and manner of rendering Marijuana Waste unusable and unrecognizable or irretrievable; (2) Signatures of the persons who performed the destruction and the quantity destroyed; and (3) The date, time, and manner of disposing of the Marijuana Waste, including whether the Marijuana Waste was composted onsite or delivered to a solid waste management facility or permitted composting facility.

Step 4 – Disposal: Marijuana Waste rendered unusable and unrecognizable or irretrievable will be disposed of via one of the following methods: (1) Delivered to an appropriate solid waste management facility, as defined in subsection 62-701.200(112), F.A.C. (2/15/2015); (2) Delivered to a composting facility that is registered with or permitted by the Department of Environmental Protection pursuant to Chapter 62-709, F.A.C. (04/2021); and (3) Composted onsite in accordance with Chapter 62-709, F.A.C. (04/2021).

Gas and Solvent Disposal: Our CO₂ extractor is able to recapture all CO₂ utilized for extraction, and with our filtration system, the quality of the CO₂ recaptured never degrades. The 200 proof Ethanol that is utilized for winterization is able to be recaptured and reused for multiple winterization rounds. The Ethanol is monitored to ensure the proof stays high enough to perform efficient winterization, once the Ethanol is 175 proof, or less, it is diluted and used as a sanitary disinfectant throughout the laboratory.

Pre-rolled Marijuana Cigarettes: The Company will use “Futurola Pre-Rolled Cones” which are pre-rolled cones handcrafted from organic cellulose papers.

Production of Edibles: The Company’s Processing team’s have decades of collective experience in extracting and infusing THC for medical marijuana products, will ensure the Company meet’s all Food Safety Good Manufacturing Practices (“GMP”) regulations. The Company’s quality control SOPs will ensure production of the highest quality Edibles and Final Products in

accordance with all applicable laws and regulations. We will comply with any applicable provisions of Food Safety Good Manufacturing Practices (“GMP”) regulations promulgated by the FDA and similar standards for marijuana processing. The Company will produce edibles in our processing facility once we have received a permit to operate as a food establishment pursuant to Chapter 500 F.S., the Florida Food Safety Act, Chapter 5K-11, F.A.C. All employees will be required to participate in eight hours of ongoing training and professional development, each year, which will include a certified Food Handler Safety course/training. Continuing education is required for team members working in compliance with Food Safety Good Manufacturing Practices.

Edibles & Variance Approval: Prior to producing and dispensing edibles, the Company will comply with all regulations regarding the Department’s Standards for Production of Edibles. The Company will begin producing and dispensing edibles after obtaining department approval for a variance request in compliance with Rule 64-4.023, F.A.C. Each variance request will include: (1) the proposed edible, including its packaging and labeling, which will be compliant with s. 381.986, F.S., and department rules; (2) a copy of a valid permit to operate as a food establishment pursuant to Chapter 500, F.S., from the Department of Agriculture and Consumer Services; and (3) Documentation that the Company’s processing facility, including our edibles production area, has passed a Food Safety Good Manufacturing Practices inspection. All Edibles in their final form have been infused using a method that includes nano- emulsification, allowing for formulations to achieve a target potency in compliance with rule 64ER20-35 F.A.C. All derivative batches will undergo testing to ensure edibles are compliant. All edibles produced will be shelf stable and have a legible expiration date.

Subsection 4.5.2 – Processing Infrastructure: The Company’s team has amassed substantial experience operating licensed marijuana businesses in regulated states across the country. Over that time, we have established and implemented industry best practices that have resulted in a solid security record leading to effective and safe processing of marijuana.

Facility Overview: The Company has selected and signed a Purchase Sale Agreement (PSA) with a facility located in [REDACTED]. The Property is located in a rural area of [REDACTED]. According to the [REDACTED] Property Assessor's office, the parcel ID numbers for the sites are [REDACTED]. The site is situated in an [REDACTED] a. The Property is bound to the north by a undeveloped [REDACTED] zoned lot across [REDACTED] [REDACTED] the west and south by [REDACTED], currently under cultivation and to the east by another [REDACTED] zoned lot currently being utilized as restaurant/pub. The facility is not located in a wetlands or FEMA flood zone. The site comprises two rectangular shaped parcels of land totaling approximately 15.80 acres of land currently developed with a one-story light industrial building constructed in 2015. The building contains approximately [REDACTED] of space. The property has two permitted wells. Electricity is supplied by FP&L.

[REDACTED], the Planning/Development Director for [REDACTED] has approved the Company’s “*Site Development Plan for converting the existing building and loading area into an indoor cannabis cultivation use involving the growing, processing and shipping of medical marijuana*”, this approval is attached in Addendum 4.7.1.

The Processing infrastructure will be broken down into 2 phases: (1) modular processing pod specifically designed to achieve successful marijuana processing; and (2) the processing area

within our [REDACTED] facility expansion, shown below:

119.071(3)

See floor plan above for Processing equipment locations within our [REDACTED] facility(ies).

Extraction equipment and location: Extraction equipment includes, but is not limited to:

Extractor (CO2 - Apex Duplex); Rosin Press (Yeti 10 Ton); and Grinder. Post Processing equipment includes, but is not limited to: Ancillary External Equipment (Chillers, Pumps, Etc.); Winterization equipment such as freezers and Rotary Evaporator (A.I.); Vacuum & Decarboxylation Ovens; Vape Cart Filler (YesCanna - High Capacity Automation); Fume Hood; Pre-roll Production Equipment (High Capacity Automation); and Vape Cart Fill Station. Kitchen equipment includes, but is not limited to: Edible/Candy Molds; Sonicator/ Homogenizer; Stock Pot Heater/ Range; Kitchen Supplies; Candy Mixer & Depositor (High Capacity Automation); Baking Sheets & Other Processing Support.

Concentration equipment and location: Concentration equipment includes, but is not limited to: Distillation Equipment such as Thin/Wiped Film (A.I.) & Short Path distillation.

Analytical equipment, including separators and detectors, and location: “Testing & Analytics” equipment includes, but is not limited to: Various Meters for Process Analysis, and Testing Equipment (HPLC or LC/MS for Potency).

Safety equipment, facilities and location: To be located across the Processing area in the floor plan above within our [REDACTED] facility. Equipment includes, but is not limited to: Flame/Fire Cabinet; Gas/Environmental Detectors & Alarms; Fire Suppression - Chemical Safe; and, Personal Protective Equipment (PPE). In the event of a CO2 system failure and/or over pressurization, an automatic pressure relief valve purges external to the facility where the CO2 safely dissipates.

Access to sufficient potable water and hot water: The facility will receive a sufficient supply of potable water from the two permitted wells onsite, a 6 inch and 4 inch well. All water will be

tested and filtered using reverse osmosis, prior to use in processing operations. The processing facility will have its own dedicated on-demand gas hot water heater.

Odor mitigation: The Company does not anticipate the processing facility will generate any outside odor of marijuana. The Company will install air treatment systems to reduce any off-site odors, and will institute a rigorous odor control plan for the MMTC facility. The odor mitigation strategies described here are consistent with industry best practices and compliant with all applicable State and local laws and regulations. Our odor control plan, summarized below, utilizes a combination of equipment monitoring and regular maintenance to address marijuana odor arising from our MMTC facility operations.

The facility exhaust vents contain active carbon filters designed to eliminate odor during hourly air exchanges. The Company will ensure state-of-the-art active forced air carbon filtration on all exit points and at intermediary points throughout the facility at specific control points. The MMTC facility will be regularly and frequently cleaned and sanitized to reduce odors caused from any operations. Employees will be trained to report any detectable odor onsite that could be detected off site so that it can be mitigated. The Company intends to install an advanced ventilation system and proper air exchange following ANSI/ASHRAE standards for commercial ventilation rates, to create and maintain healthy indoor air quality that is good for our employees as well as the environment. The ASHRAE requirements for the minimum ventilation rate in selected space indicates minimums for IIVIC (CFM/Person) at 20, and ASHRAE standards at 6. Other methods to ensure healthy indoor air circulation include; (1) Use energy efficient air intake and outtake fans in the cultivation areas, which are also 50% quieter than standard fans, resulting in less noise pollution; (2) Use state of the art carbon filters that rely on the unique properties of RC-48 Australian activated carbon in the cultivation areas, which are professional-grade carbon

filters used in research labs to scrub the inside air; (3) Use gaseous ozone and hydrogen peroxide to neutralize odors and clean surfaces.

Processing systems: All employees will understand and acknowledge they will be working with medical marijuana which is subject to state regulations, testing, and protocols. All employees will be trained to have a thorough understanding of Good Manufacturing Practices (“GMP”s) which covers all aspects of producing, packaging, labeling, recording and storing usable products, including the following: Quality Assurance (“QA”) policies and procedures for marijuana production; Good Manufacturing Practices (“GMP”); Good Recordkeeping Practices; Overview of Manufacturing Operations & Facility; Personnel Health & Hygiene; Gowning Procedures; Deviation Reporting; and Change Control Procedures.

Each usable product shall be processed, packaged and labeled, at the MMTC’s department-approved processing facility, within an enclosed structure and in a room separate from other plants or products in accordance with section 381.986(8)(e)(11.)(a.), F.S.

The Company’s packaging infrastructure will be a semi-automated process that will allow for the automated filling and measurement of initial packaging or vape cartridges, in compliance with rule 64ER20-32 F.A.C. While these packaging systems will be able to track and measure the quantity of derivative product(s) utilized during each packaging cycle, all processing employees will be trained to verify all quantities or measurements of packaged final products by utilizing pharmaceutical grade scales that are professionally calibrated and certified by a third-party provider prior to entering them into the Company’s seed-to-sale inventory tracking system. Packaged products will then be labeled utilizing a compliant printer that ties into the Company’s seed-to-sale inventory tracking system, ensuring all necessary and compliant information is firmly affixed and readable, in accordance with rule 64ER20-32 F.A.C.

The Company has proactively reached out to the facility's electrical supplier and have been preapproved for a power supply increase of up to 11MVA, which will be more than enough power to supply all cultivation and processing operations and infrastructure.

Computer systems and software: The Company will utilize a secure network to maintain a seed-to-sale inventory tracking system that will permit the identification of any lot or batch of medical marijuana or derivative products. Maintaining a clear electronic log for every derivative product is of utmost importance; from harvested plants, movement to new rooms/locations, transferred to processing phase, tracked through extraction and creation of derivative products, and finally to the infusion and sale of those final product options. As part of this system, the Company will ensure that all usable products leaving the processing facility bear a "lot" or "control" number in addition to an identifying name to make it possible to identify and recall final products found to be unsafe. The Company's seed-to-sale inventory tracking system will allow users to track the yield, concentrations, and potency of different cannabinoids in every strain, as well as the performance of a mother plant over time. The inventory tracking system will associate each marijuana plant, through derivative products, to final products packaged for sale. The seed-to-sale inventory tracking system will record the source of packaging and labeling products, as well as the date of receipt of the material and the vendor's name and address.

Ventilation and exhaust system(s): The Company intends to utilize a Heat Recovery Ventilation (HRV) system. This system is continuously exchanging stale indoor air with fresh outdoor air making the internal air healthier, cleaner, and more comfortable, while also balancing the ambient humidity. All intake, exhaust, and emergency CO2 exhaust vents are outfitted with activated carbon filters. The emergency CO2 ventilation systems are controlled by the processing facility's sophisticated environmental control systems which include CO2 detectors. If detectable

levels of CO₂ exceed OSHA Permissible Exposure Limit (PEL), ACGIH Threshold Limit Value (TLV), or any other state and federal regulations, alarms will notify employees to calmly vacate the area, while the emergency CO₂ exhaust fans turn on, purging the space.

Back-up Systems for all Processing Systems: The Company will have on-site commercial backup power generators for the facility to ensure appropriate operational support of all HVAC and venting systems, security systems, monitoring/ chemical detection system and fire alarm capabilities is a key component of our ability to minimize any safety and power disruptions.

Back-Up Alarm System: The Company will have a back-up alarm system that will detect unauthorized entry when no employees are present at the facility, and will detect CO₂ via environmental detectors. The back-up alarm system will be provided by a company supplying commercial grade equipment and not the same company supplying the primary security system. Keys and access codes to the alarm system will be controlled in such a manner as to prevent access to the processing facility by anyone other than authorized employees. Only authorized employees have the authority to deactivate the alarm system. The backup system will automatically notify State or local police in the event of a breach of security or loss of electrical support.

Subsection 4.5.3 – Ability to Secure Processing Infrastructure

Processing Systems Infrastructure Secured: On March 1st, the Company secured a [REDACTED] SQFT industrial building at [REDACTED] on [REDACTED] acres approved for marijuana cultivation, extraction and processing in [REDACTED] County. On [REDACTED] the [REDACTED] Planning board approved the Site Development Plan to convert the existing building into an indoor marijuana cultivation and processing facility. The [REDACTED] Planning Board has approved a 12 month extension of the Site Development Plan to [REDACTED].

The systems secured on site include:

- (1) Sufficient availability of electrical power up for initial startup phasing, with pre approval to upgrade to phased expansion of cultivation and processing capabilities.
- (2) The site has one 6" permitted well for irrigation as well as one 4" permitted potable well.

Processing infrastructure has been secured through a planned purchase from Podtronix Inc. to supply a [REDACTED] sq.ft modular processing pod.

Processing Systems Infrastructure Not Yet Secured & Timeframe for obtaining processing authorization from the Department: To best execute on The Department's requirements after licensure, the Company has created a construction plan that consists of four phases for the Wauchula property over a two years starting the day of license award.

Delivery of the processing infrastructure will be executed in 2 phases: (1) prefabricated modular processing pods specifically designed to achieve successful marijuana processing, and (2) build out a processing area within our [REDACTED] facility expansion.

Our plan to operationalize processing capabilities within the required department timeline following licensure (120 days) assumes all design and construction planning has been completed prior to licensure. Due to pre-planning activities, the modular processing pod delivery and

installation timelines are known, and therefore will be purchased to align with operational requirements. Further, our plan assumes that within 120 days of licensure the Company will request authorization and within 14 business days the Department will inspect and subsequently approve our modular processing pod capabilities for operations.

Timeframe for obtaining processing authorization from the Department:: To enable rapid expansion of processing capabilities in support of planned dispensary roll-out, our purchase order to secure our modular processing pod will be executed within 30 days of license award (month 1).

In month 2 the Company will procure and necessary extraction, post processing, winterization, concentration, safety and analytical equipment (table below) in advance of planned processing operational readiness 120 days following licensure (month 4).

In month 5 the Company assumes the Department will approve processing operations to begin.

The Company plans to initiate phase 2 and expand processing capabilities within our [REDACTED], [REDACTED] facility in month 10. In advance of forthcoming expanded processing operational capabilities, the Company will procure the necessary extraction, post processing, winterization, concentration, safety and analytical equipment (table below) in month 13. Our plan assumes that 461 days post licensure (month 15), the Company will request authorization and within 14 business days the Department will inspect and subsequently approve our expanded processing space/capabilities for operations.

Assumptions upon which “Processing Authorization” timeframe is based: The Company has decades of medical marijuana industry experience, which includes designing, constructing, and operating multiple similar processing facilities in [REDACTED] [REDACTED]. The Company has secured \$ [REDACTED] (Commitment

Amount) of capital from [REDACTED] an equity/debt investor. The Company has applied this knowledge to make the following general assumptions in planning:

- (1) The Company assumes that the funding is available to support the Company's projected start-up costs, operating costs, unanticipated expenses, and expansion capital.
- (2) Lead times on building materials and labor availability will remain stable.
- (3) The Department will inspect and approve the Company for processing operations within 14 business days of request.
- (4) The Company's plan for providing suitable processing infrastructure assumes an ability to attract and recruit key processing leadership, chef, extraction manager(s), extraction assistant(s) and staff months in advance of initial and expanded processing space being approved by the Department for operations.
- (5) Lead times on the processing equipment and systems necessary to provide a processing infrastructure that complies with the Department processing deadline remain stable. (See table below)

Equipment	Description	Equipment Lead Time
Extraction Equipment	Extractor (CO2 - Apex Duplex) Rosin Press (Yeti 10 Ton) Grinder Biomass Packer	1 month prior to operations
Post Processing Equipment	Ancillary External Equipment (Chillers, Pumps, Etc.) Winterization equipment freezers and Rotary Evaporator (A.I.) Vacuum & Decarboxylation Ovens Vape Cart Filler Fume Hood Pre-roll Production Equipment Vape Cart Fill Station Kitchen equipment (Edible/Candy Molds; Sonicator/ Homogenizer; Stock Pot Heater/ Range) Kitchen Supplies; Candy Mixer & Depositor Baking Sheets & Other Processing Support TQ -GC Pest, Terpene, Solvent	1 month prior to operations
Concentration Equipment	Distillation Equipment (Thin/Wiped Film (A.I.) & Short Path distillation)	1 month prior to operations
Lab Safety/Analytical Equipment	Flame/Fire Cabinet Gas/Environmental Detectors & Alarms; Fire Suppression - Chemical Safe Personal Protective Equipment (PPE) Various Meters for Process Analysis, and Testing Equipment (HPLC or LC/MS for Potency)	1 month prior to operations
Lab Consumables /Materials	Solvents Media Glassware Washer USA Labs Ultrasonic Cleaner	1 month prior to operations

Subsection 4.6.1 – Dispensing Plan: The Company’s Dispensing Plan will ensure we dispense marijuana in accordance with the requirements of section 381.986(8), F.S., and Department rules.

Product Offering: The Company will produce, in addition to flower-based products like pre-rolls, smalls and top shelf flower, three major classes of marijuana-infused products for qualifying patients: concentrates, edibles, and topicals.

Concentrates: The Company will produce vaporizer cartridges, preloaded syringes, and dabbable concentrates that will contain THC-A/THC, CBDA/CBD, and plant terpenes, offering qualifying patients the ability to address systemic and consistent levels of relief. The Company will create different cannabinoid profiles for the Company’s vaporizer cartridges to cater to the varying needs of the qualifying public.

Edible products: The Company will work on formulations for a wide variety of edible products such as baked goods, tincture oils, chocolates, mints, lozenges, gel capsules and more. Lozenges and gel capsules are marijuana-infused, that dissolve slowly upon ingestion, allowing for symptom relief, providing the benefits of consuming marijuana without the risk factors associated with smoking. The Company’s tinctures consist of marijuana-infused oil diluted with an edible diluent oil, allowing for minute titration in dosing and sublingual administration. Orally administered oils represent a more desirable intake option for the qualifying public with persistent symptoms (e.g.: chronic pain, sleep maintenance, or spasticity). In compliance with section 381.986(8)(e)(7.) F.S. The Company will make available for purchase, product offerings of low-THC cannabis such as tinctures, lozenges, and a variety of edibles to support patient needs that focus on areas such as productivity, wellness, and health.

The Company intends to expand its product offerings to satisfy public demand and feedback, pending approval by the Department. The process for developing new products will occur as a

joint effort between the Company's experts reviewing cutting edge marijuana-infused products and production practices, as well as working with qualifying patients of Florida to determine the greatest areas of need. The Company will work on formulations for a wide variety of edible products such as baked goods, chocolates, mints; topical products such as transdermal patches, salves, and lotions; smokable full spectrum products such as vaporization oils and concentrates; as well as other products such as solventless extracted concentrates.

Topicals: The Company will offer a variety of topical products, such as salves, lotions, and topical oils, that are designed for localized relief over small surface areas (e.g.: lips, temples).

The Company's salves will contain decarboxylated THC and CBD as well as all-natural ingredients (e.g. beeswax, rosemary, chamomile) with proven effects to provide relief without concern for harmful artificial chemicals. Marijuana infused lotion will be an option for the qualifying public who may want to moisturize in addition to experiencing the benefits of marijuana. The lotion will contain decarboxylated THC and CBD as well as other ingredients (e.g. mineral oil, aloe vera) to provide relief over larger parts of the body (e.g. back, thighs).

Unlike the salve and lotion which focus on THC and CBD cannabinoid relief, the topical oil will be a "full spectrum" product that also contains marijuana terpenes and other phytochemicals that are beneficial to the end user.

Number of proposed dispensing facilities and ability to consistently maintain an adequate supply of usable product: The determination of the number of dispensing facilities, locations and configurations depends greatly on The Company's cultivation and processing facilities and their ability to supply enough capacity to meet consumer demand. The Company has used conservatively projected assumptions of registered medical marijuana market penetration and usage rates derived from decades of combined experience creating products and servicing

recreational and medical consumers in multiple marijuana markets. The Company will enter the Florida market by focusing our initial dispensary locations on the [REDACTED] of Florida between the [REDACTED]. The Company's selected dispensary locations were identified by running geographical analyses that use patient populations and competitor density to find areas that are underserved so that the Company's selected locations can increase patient accessibility. The Company intends to open [REDACTED] dispensaries within the first [REDACTED] years of licensure. After these initial [REDACTED] dispensary locations are operational on the [REDACTED] of Florida the company will begin to expand throughout the state in strategically selected locations.

Hours of Operation: The company, pursuant to any local rules or regulation regarding hours of operation, will anticipate operating hours between 7 a.m. and 7 p.m. and will operate delivery hours within the same timeframe. In compliance with sec. 381.986(8)(f)4. F.S. the Company will not dispense from its premises marijuana or a marijuana delivery service between the hours of 9 p.m. and 7 a.m.

Delivery Methods: Applying decades of experience in logistics, e-commerce, and highly regulated industries the Company will utilize our department-approved website that minimally contains information enumerated in sec. 381.986(8)(i), F.S. The Company's website will clearly describe and represent the delivery capacity from our dispatching/fulfillment center, initially co-located with our cultivation facility in [REDACTED], by utilizing and showing a Geographic Information System (GIS) that will utilize isochrones to represent the extent of our delivery range. The Company will provide patients and caregivers with the ability to enter their address to verify whether or not their location is within our specified delivery range. The Company will clearly post on their website when delivery ranges are updated as well notify the OMMU in a compliant manner.

Patient Education: Qualified Florida patients entering our Company's facility will find an educated, attentive and empathetic staff that has gone through rigorous employee education and training curriculum compliant with the Department's rules to ensure our consumers are educated on the safe and legal use of marijuana and marijuana products and any possible risks.

Prior to a team member dispensing marijuana to a patient, the team member shall provide the qualifying patient with comprehensive educational materials to correspond with their purchase.

The appropriate patient education or support materials will minimally include: (1) Whether possession of marijuana is illegal under federal law. (2) Current educational information issued by Florida Department of Health. (3) Information regarding the proper storage and safe use of different product types. (4) Information about possible side effects. (5) Conservative dosing and administration directions. (6) Accidental ingestion of marijuana and safe remedial steps. (7) Prohibition on smoking marijuana in public places. (8) Offering any other appropriate patient education or support materials. Included in this material will be information regarding the signs and symptoms of substance abuse and a hotline for reporting adverse reactions. We will also utilize resources provided by Americans For Safe Access ("ASA"): A Patient's Guide to Medical Cannabis. ASA is the premier organization for patient safety and advocacy, training doctors and patients alike. The Company's patient education and training protocols will not only meet all the minimum requirements included in the Department's rules and regulation but exceed them by covering additional topics and offering additional services.

Confidentiality Protocols: To maintain confidentiality of patients' medical conditions, health status, and purchases of marijuana, the Company will limit the access to the Compassionate Use Registry to only authorized employee positions. In compliance with rule 64-4.009 F.A.C. all of the Company's authorized employees will be required to request and obtain access to the

Compassionate Use Registry. Through this process all authorized employees will successfully complete a department-approved course in their responsibilities related to patient confidentiality, completion of said training will be documented by the company and made available to the Department upon request. In addition to state required training, all employees will be trained by the Head Of Operations on the topics of professional conduct, ethics, and applicable State and Federal laws regarding patient confidentiality. In addition to the training described above each company new-hire employee will be required to read, understand, and sign the Company's Employee Handbook. Our Employee Handbook covers Customer & Medical Patient Privacy which includes a HIPPA Employee Confidentiality Agreement, that states each employee "understand that the disclosure of patient information is governed by the rules and regulations established under HIPAA, the Health Insurance Portability and Accountability Act of 1996." Furthermore, the Company will utilize a HIPAA-compliant computer network throughout the operations, rendering electronic communications secure and private through the establishment of administrative, physical and technical safeguards. Confidential patient information, such as medical conditions, health status, and purchases of marijuana, will have limited access by a select few designated and thoroughly trained employees at the dispensary facilities. This information will only be accessed to verify a qualified patient or caregiver's active profile in the medical marijuana use registry, that they do not receive more than the statutory-maximum supply in a given period in accordance with rule 64ER22-8 F.A.C., and recording order fulfillment/dispensing actions. The Company computers, systems, including Point of Sale, will be protected from unauthorized intrusion by physical safeguards in compliance with 45 Code of Federal Regulations (C.F.R.) 164.310, along with procedures described in Section 4.7 IT Security Plan this Application.

Document and investigate complaints and report adverse incidents: All team members are responsible for documenting any complaint received from another team member, patient, or any other party in the complaint log. A team member may receive a complaint in person, by phone, or email. Any team member receiving a complaint must notify the Head Of Operations immediately. All employees will be trained by the Head Of Operations to handle complaints including verbal de-escalation techniques and investigative questioning.

The Head Of Operations will ensure all policies and procedures for recalls, returns, complaints, adverse events, are being followed. Once notification of a recall(withdrawal), return, dispensing error, an individual's complaint or adverse event report, detailed documentation and product tracking will begin immediately. The process includes: (1) Gather information from the person, supplier, or regulator about the nature of the product complaint. (2) Assemble upon the direction of the Head Of Operations, the personnel or experts needed to conduct a product complaint investigation. (3) Conduct a thorough investigation into the problem with the affected product. (4) Determine the nature and potential causes of the problem. (5) Determine any other product(s) that may potentially be affected. (6) Enter all information into the Complaint Log; and Determine the course of action using these criteria: (a) Product Recall: Safety or health risk due to physical, chemical, biological, or immunological. For more details see Subsection 4.7.5 Recalls; (b) Product Withdrawal: A quality-related issue with the affected product(s); (c) No Corrective Actions: An isolated incident with the affected product(s).

Patient and Caregiver Verification And Profile: All patients and caregivers are required to have and provide a valid Medical Marijuana Use Registry identification card prior to being allowed beyond the reception area of the MMTC dispensary. In addition to physically checking identification cards, the Company receptionist will verify that all prospective patients and

caregivers have an active profile in the Medical Marijuana Use Registry. The Company will not provide dispensary services to any patient or caregiver that is unable to provide their Medical Marijuana Use Registry identification card, in accordance with rule 64-4.011 F.A.C., or has an inactive medical marijuana use registry profile. Once the Company's receptionist has confirmed the above, they will ask for a secondary proof of identification in the form of a photo ID. The Company will utilize an ID scanner as well as train all dispensary team members on recognizing Fake IDs to ensure that no unauthorized sales transactions take place and that diversion is prevented. Only once all of the above has been verified will a registered qualifying patient or caregiver be allowed to move beyond the receptionist area and into the dispensing area, where they will be assigned their own personal dispensary team member for subsequent sale. The Company will require that only a caregiver may purchase or administer marijuana for medical use for any qualifying patient that is under the age of eighteen (18) years old, in accordance with sec. 381.986 (6)(f) F.S.

Inventory Tracking and Supply Distribution Management: The Company is committed to maintaining compliant, accurate, and comprehensive records at the facility to ensure that our dispensing practices are compliant with state Dosing and Supply limits for Medical Marijuana, in accordance with rule 64ER22-8 F.A.C. The Company will implement a robust inventory tracking plan to prevent theft, diversion, over supply and loss of marijuana. This will be accomplished by the use of the Company's inventory control system(seed-to-sale tracking software) in conjunction with the state's Medical Marijuana Use Registry. The Company's inventory control system will allow users to track everything from the performance of a mother plant over time, to associating each marijuana plant with harvested final products packaged for dispensation. Our strictly enforced SOPs will ensure that each day's beginning inventory, acquisitions, sales, waste,

and ending inventory are documented in our third-party inventory control system. All dispensary team members will be trained to enter all dispensing actions into the Medical Marijuana Use Registry immediately upon dispensing Derivative or Final Products to the qualified registered patient or the patient's legal representative, in accordance with rule 64-4.009 F.A.C.

The Company will enter each employee into the inventory control system and an employee identification number will be assigned. Employees will use their own credentials to log in, ensuring each employee's actions are tracked and recorded when handling inventory or transactions. The Company's inventory control system will require the use of a PIN code to perform various actions in the system; there will always be a forensic report to ensure accountability from the users. Without having the permission setting to perform an action, a manager must be available to overwrite that specific instance. The forensic report will show a log of the time, date, and action of a specific individual as it pertains to inventory items.

Dispensing Practices: The Company's team members have developed proven dispensary practices from their four decades of experience operating in marijuana industries in compliance with government-regulated programs in [REDACTED].

The Company's Head Of Retail will further develop and implement our thorough Standard Operating Procedures (SOPs). All team members will be thoroughly trained in how to properly execute the Company's SOPs in a compliant manner. In accordance with sec. 381.986(8)(e)16., F.S. the Company's SOPs will minimally include, but not be limited to, policies and procedures that enforces and ensures that the Company: (1) Must enter team members who dispense marijuana or marijuana delivery device(s) into the medical marijuana use registry, which will include their name and unique employee identifier; (2) Must verify that the qualified patient and the caregiver, if applicable, each have an active registration in the medical marijuana use registry

and an active and valid medical marijuana use registry identification card, and that the amount and type of marijuana dispensed matches the physician certification in the medical marijuana use registry for that qualified patient, and the physician certification has not already been filled; (3) Will not dispense more than a 70-day supply of marijuana within any 70-day period to a qualified patient or caregiver. The Company will not dispense more than one 35-day supply of marijuana in a form for smoking within any 35-day period to a qualified patient or caregiver. A 35-day supply limit for marijuana in a form for smoking shall not exceed 2.5 ounces, in accordance with rule 64ER22-8 F.A.C. (4) Will not dispense marijuana to a qualified patient who is younger than 18 years of age. If the qualified patient is younger than 18 years of age, marijuana will only be dispensed to the qualified patient's caregiver. (5) Will not dispense or sell any other type of marijuana, alcohol, or illicit drug-related product, including pipes or wrapping papers made with tobacco or hemp, other than a marijuana delivery device required for the medical use of marijuana and which is specified in a physician certification. (6) Will, upon dispensing marijuana or marijuana delivery device, record in the registry the date, time, quantity, and form of marijuana dispensed; the type of marijuana delivery device dispensed; and the name and medical marijuana use registry identification number of the qualified patient or caregiver to whom the marijuana delivery device was dispensed to. (7) Will ensure that patient records are not visible to anyone other than the qualified patient, his or her caregiver, and authorized medical marijuana treatment center employees.

Dispensing Edibles: The Company's quality control and inventory management SOPs will ensure dispensation of high-quality edibles and final products will be performed in accordance with all applicable laws and regulations. Prior to producing or dispensing edibles, the Company will comply with all applicable rules and regulations regarding the Department's Standards for

Production of Edibles, and will only begin producing and dispensing edibles after obtaining Department approval for a variance request in compliance with Rule 64-4.023, F.A.C.; each edible will be a separate variance request submitted on a case-by-case basis.

The Company's extensive quality assurance SOPs start with the initial inspection and approval of incoming materials, which includes inspecting and ensuring all incoming edibles are compliant with rule 64ER20-35 F.A.C. Team members will be trained to ensure all edibles entering the dispensary do not:(1)Contain any color additives, whether natural or artificial;(2)Contain or bear a reasonable resemblance to commercially available candy.(3)Bear any markings, symbols, images, graphics, or words, other than the universal symbol.(4)Are decorated with icing, sprinkles, or other toppings of any kind; or(5)Are a primary or bright color. Ensuring that the edibles are produced in a manner to minimize color intensity and other color and visual characteristics attractive to children. Through our strictly enforced Security SOPs The Company will ensure that any edibles on display in a dispensing facility are contained in a secure, locked case, cabinet, or container. The Company will institute recall procedures that are covered in greater detail in Section 4.7 Plan for Security and Accountability of this application, in accordance with s. 381.986(8)(e)(11.)(d.) F.S., upon discovery or receipt of written notice that a recall of edibles is required. In conjunction with the Company's quality assurance SOPs our inventory management system will store the expiration date of each incoming Final Product. Edibles will not be dispensed after the labeled expiration date. Expired edibles will be disposed of in accordance with the MMTC Marijuana Waste Management and Disposal rule.

Subsection 4.6.2 – Dispensing Infrastructure

Proposed Dispensing Facilities: The Company will enter the Florida market by focusing our initial dispensary locations on the west coast of Florida between the greater [REDACTED] and [REDACTED] areas. The Company's selected dispensary locations were identified by running geographical analyses that use patient populations and competitor density to find areas that are underserved so that the Company's selected locations can increase patient accessibility.

The Company currently has one Purchase Sales Agreement (PSA), [REDACTED] dispensary Lease Agreements and [REDACTED] Letters of Intent (LOI) where the Company is negotiating lease terms. The Company has executed a PSA with: [REDACTED] The Company has executed Lease Agreements with: (1) [REDACTED] [REDACTED] (2) [REDACTED]; and (3) [REDACTED].

The Company has two dispensary Letters of Intent in order to negotiate final terms on lease agreements located in: (1) [REDACTED] and (2) [REDACTED].

The Company intends to open [REDACTED] dispensaries within the first two years of licensure. Each dispensary will include a waiting area with sufficient space and seating to accommodate qualified patients and caregivers and at least one private consultation area that is isolated from the waiting area and area where dispensing occurs, for patients and or caregivers to obtain consultative services in a manner that protects Personal Health Information (PHI). The Company will not display products or dispense marijuana or marijuana delivery devices in the waiting area, in compliance with sec. 381.986(8)(f)3. F.S.

After these initial [REDACTED] dispensary locations are operational on the west coast of Florida the Company will begin to expand throughout the state in strategically selected locations. The Company has a full-time real estate agent, with commercial experience throughout the State of

Florida, who will use his requisite knowledge of local markets to continue to look for strategic expansion locations. The Company will vet locations by using the Geographic Information System Analysis (GIS) described below.

Dispensary and Patient Accessibility: To calculate our potential market share and patient accessibility for our dispensary locations, the Company relies on our GIS to determine each dispensary facility's addressable market and competitors for revenue calculations. GIS is a mapping system that allows us to manage, analyze, and plot our federal and state data across multiple geographic areas. We use GIS in conjunction with data from the United States Census Bureau for population, physician recommendation from the most recent Florida Board of Medicine Physician Certification Pattern Review Annual Report, as well as available data from the Florida Office of Medical Marijuana Use. The total number of patients statewide was adjusted using county-level physician recommendation data from the Florida Board of Medicine. We can connect patient population projections to a map allowing our team to calculate patient demand within a defined geographic area. Each of our chosen dispensary properties in [REDACTED] [REDACTED] were assigned a Geopoint and processed with a radius equivalent to a 30-minute drive to determine the number of potential consumers and competitors within our geographic addressable market. The same size addressable market radius was also applied to current operators that overlap our competitive zones. The number and size of overlapping competitive areas were individually calculated using GIS software and geometric equations to determine the percentage of patients that each of our dispensaries is likely to serve. This GIS analysis provides the Company with the ability to determine the contested municipalities and their degree of overlap with current and potential future competitors. Then a final intersection analysis was conducted to determine both the

overall potential consumer market for the location as well as our market share with consideration for competition. These calculations for addressable market size as well as current and future competition were combined with our county-level Florida patient projections to calculate an accurate estimate of individual patient demand for our dispensary facility locations.

The Company's deliberately selected dispensary locations near or on major roadways, such as:

[REDACTED]

[REDACTED]

[REDACTED]

Examples of Proprietary GIS Data:

General Location	Total Relevant Competitors	Total Patients in Addressable Market	Market Capture Percentage	Projected Patients Per Month	COUNTY	Patient Pop. Ratio (PPR)
Bradenton	17	3,586	8.25%	296	Manatee	1.57%
Clearwater	41	40,504	3.37%	1,363	Pinellas	7.75%
Fort Myers	18	17,743	7.76%	1,377	Lee	6.88%
Gainesville	11	5,291	9.15%	484	Alachua	3.08%
Lakeland	11	1,599	12.63%	202	Polk	0.61%
Melbourne	8	5,600	16.15%	904	Brevard	4.54%
Palm Beach Gardens	24	7,319	10.83%	793	Palm Beach	5.96%
Sarasota	17	8,786	8.42%	740	Sarasota	8.52%
St. Petersburg	29	33,585	4.66%	1,564	Pinellas	7.75%
Tampa	39	19,065	3.55%	677	Hillsborough	3.00%

[REDACTED]

[REDACTED]

Secure Computer Network Systems: The Company will utilize a HIPAA-compliant computer network throughout the MMTC operations, rendering electronic communications secure and private through the establishment of administrative, physical and technical safeguards.

Confidential patient information, such as medical conditions, health status, and purchases of marijuana, will have limited access by a select few designated and thoroughly trained employees at the dispensary facilities. This information will only be accessed to verify a qualified patient or caregiver's active profile in the medical marijuana use registry, that they do not receive more than the statutory-maximum supply in a given period in accordance with rule 64ER22-8 F.A.C., and recording order fulfillment/ dispensing actions.

The computers and Point of Sale system will be protected from unauthorized intrusion by physical safeguards in compliance with 45 Code of Federal Regulations (C.F.R.) 164.310.

Furthermore, an MMTC IT security plan will be implemented, as set forth in Section 4.7 Plan for Security and Accountability of this Application.

Transportation Vehicles: Transport vehicles will have no marijuana identification on its exterior, nor will any marijuana, marijuana-infused products, plants, or paraphernalia be visible. Furthermore, marijuana and marijuana delivery devices will be locked in a fully enclosed box, container, or cage that is secured to the inside of the vehicle used for transport. No portion of the enclosed box, container, or cage will comprise any part of the body of the vehicle.

The Company will require all transportation employees to be at least 21 years old. At least two employees will be in a vehicle transporting marijuana or marijuana infused products.

Furthermore, employees will be trained to not leave a vehicle containing marijuana or marijuana infused products unattended, one employee shall remain with the vehicle transporting products at

all times. Transportation employees will ensure that only registered MMTC employees will be allowed in a transportation vehicle while transporting products.

The Company will require and ensure transport vehicles are sanitary, in good working order, registered, and have all necessary vehicle identification data on file with the Department at all times.

Transport Manifest: The Company shall maintain a record of each transport of cannabis in a transport logbook. For each transport, the logbook shall record: (1) Departure date and approximate time of departure; (2) Name, location address, and license number of the originating medical marijuana treatment center; (3) Name and address of the recipient of the transport/delivery; (4) Quantity and form of any marijuana or marijuana delivery device being transported; (5) Arrival date and estimated time of arrival; (6) Transportation vehicle make and model and license plate number; and (7) Name and signature of the medical marijuana treatment center employees delivering the product. All transportation staff will be trained to provide a copy of the marijuana transportation manifest to each individual or MMTC facility that receives a transport. The receiving individual, or designee, must sign a copy of the marijuana transportation manifest acknowledging receipt. In the unlikely chance a transportation employee gets pulled over or has an interaction with a law enforcement officer, they will be trained to present a copy of the relevant marijuana transportation manifest and his or her employee identification card, upon request. The Company will maintain copies of all marijuana transportation manifests for at least 3 years.

Transportation Communication and Tracking Systems: Each transportation employee shall have access to a secure form of communication with the Company, such as a cellular telephone, at all times that the vehicle contains marijuana or marijuana infused products. Additionally, all

vehicles will be equipped with tamper proof GPS tracking devices that will also provide a panic button system for alerting authorities and the Company of issues or threats. All GPS historical records will be made available upon request and will be maintained for no less than six (6) months.

Leveraging The Company's decades of experience in other medical marijuana markets, the plan above allows us to be well positioned to understand our potential market share and required patient accessibility for our dispensary locations. The above plan supports the dispensing of various types of products including flower-based and marijuana-infused products (concentrates, edibles, and topicals) for qualifying patients. With the Company's strategically located dispensaries, in conjunction with our streamlined home delivery offerings, the Company is excited to provide the patient population of Florida with high quality products and services.

Subsection 4.6.2 Addendum

Title:

Dispensary - Premises Security Floorplan

119.071(3)



Commercial Lease Between

[REDACTED]

Landlord

and

[REDACTED]

Tenant



STANDARD BUSINESS LEASE

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STANDARD BUSINESS LEASE

THIS STANDARD BUSINESS LEASE ("Lease") dated April 24, 2023 (the "Effective Date"), by and between the "Landlord", and the "Tenant", each having the following notice addresses on the Effective Date of this Lease:

Landlord: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED]
Tenant: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED]
Email: [REDACTED]

Section 1

SECTION 1.1 FUNDAMENTAL LEASE PROVISIONS - Unless otherwise stated in this Lease, the following terms shall have the meaning given to them in this Section:

(a) Tenant's Trade Name:	TBD
(b) Lease Term:	Beginning on the Delivery Date ("Commencement Date") and ending the last day of the sixtieth (60 th) month after the Rent Commencement Date ("Expiration Date"). Additional Rent shall commence on the Rent Commencement Date.
(c) Rent Commencement Date:	The "Rent Commencement Date" is the Delivery Date, at which time Base Rent and Additional Rent shall commence.
(d) Deliver Date:	The "Delivery Date" is the date the Landlord tenders possession of the Premises with all of Landlord's work substantially completed, which is estimated to be May 1, 2023.
(e) Premises:	[REDACTED]
(f) Shopping Center:	[REDACTED]
(g) Premises Floor Space:	Space is estimated to be 1,475 square feet, subject to confirmation by Landlord.
(h) Percentage of Floor Space in Shopping Center:	3.2%
(i) Annual Base Rent:	Initial Annual Base Rent: \$15.30 per square foot per year, paid in monthly installments. On the first anniversary of the Rent Commencement Date (or if the Rent Commencement Date is not the first day of the month, the first day of the month following the Rent Commencement Date, the Base Rent shall increase by three percent (3%) over the immediately previous base rent. <i>Exclusive of any applicable sales tax</i>

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(j) Annual Additional Rent:	<p>True Triple Net <i>Estimated 2023 Operating Expenses:</i> Total Pass thru costs (Common Area Maintenance Expenses, Real Estate Insurance and Real Estate Taxes): \$10.00 per square foot per year</p> <p><i>Additional Rent shall commence on the Rent Commencement date, at which time and thereafter, the full amount shall be due monthly.</i></p> <p><i>All estimates subject to annual reconciliation Exclusive of any applicable sales tax</i></p>
(k) Security Deposit:	\$6,500.00
(l) Initial Rent Payment:	Tenant shall, upon full execution of this Lease, deliver to Landlord the Security Deposit in the amount stated in section 1.1(k) and shall also prepay the first six (6) month's rent, including sales tax, which is estimated to be \$3,311.93 times six (6); the total amount due at Lease execution being \$26,371.58.
(m) Use of Premises:	<p>Tenant shall use the Leased Premises solely for the purpose of conducting the business of</p> <p style="text-align: center;">Cannabis Dispensary</p> <p>so long as such further activities do not conflict with any exclusive uses of other tenants as listed in Exhibit E herein.</p>
(n) Business to Open on or Before:	120 days after the Delivery Date
(o) Renewal Periods:	Two (2) periods of five (5) years each.
(p) Insurance Coverage:	As required by section 8.1 and section 8.2
(q) Guarantor(s):	Concurrent with full execution hereof, or at any time the Lease is assigned or entered by a non-living entity, Tenant shall secure a personal guarantee from the principal of the operating entity or any other individual or entity satisfactory to Landlord in Landlord's sole discretion.
(r) Store Hours:	Reasonably consistent with the center.
(s) Tenant's Broker:	None.

Section 2

SECTION 2.1 LEASE OF PREMISES – Landlord hereby leases to Tenant, and Tenant hereby leases and takes from Landlord for the Lease Term, at the Base Rent, Additional Rent and upon the covenants and conditions hereinafter set forth, the Premises referred to in section 1.1(e) situated in the Shopping Center. The Premises extends to the exterior faces of all exterior walls (including without limitation walls between the Premises and any common areas) and to the centerline of those walls separating the Premises from other premises in the Shopping Center.

SECTION 2.2 LEASE TERM – The "Lease Term" shall begin and end on the dates set forth in section 1.1(b) subject to the covenants conditions and provisions set forth in this Lease. **Landlord shall not be liable to Tenant or any other person for any delay in delivery of possession of the Premises to Tenant.**

Section 3

SECTION 3.1 ANNUAL BASE RENT – Tenant hereby covenants and agrees to pay to Landlord in lawful United States currency, the Annual Base Rent set forth in section 1.1(i) and the Annual Additional Rent set forth in section 1.1(j) hereto, sometimes collectively referred to as "Rent" and/or "Annual Rent" and by this reference made a part hereof as the same is annually adjusted pursuant to section 1.1(i). The Rent shall be due and payable in equal monthly installments in advance, beginning on the Rent Commencement Date and continuing on the first day of each and every calendar month thereafter during the Lease Term. **RENT IS A SEPARATE AND INDEPENDENT COVENANT HEREUNDER.** All forms of Rent, as provided in section 3.6 below, due under this Lease shall be paid to Landlord in lawful United States currency and, without demand, setoff or deduction at whatsoever such place as Landlord shall designate in writing to Tenant. In the event that the Commencement Date is not the first day of a month, Tenant shall pay the pro rata portion of the Base Rent, as well as all forms of Additional Rent, due hereunder for said first partial month of the Lease. Notwithstanding the foregoing, if so requested in writing by Landlord, Tenant shall make all regularly scheduled payments of Annual Base Rent and Additional Rent by use



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of an Automatic Clearing House ("ACH") debit, and in connection therewith Tenant shall complete, execute and deliver to Landlord the ACH Request Form attached hereto as **Exhibit "F"** within ten (10) days after receipt of such written request.

SECTION 3.2 SALES AND USE TAXES – Tenant hereby covenants and agrees to pay monthly to Landlord, together with its payment of Rent, any sales, use or other tax, or any imposition in lieu thereof (excluding State and/or Federal Income Tax) now or hereafter imposed upon the Rent, and/or for the use or occupancy of the Premises assessed by the United States of America, the State of Florida, the County or any political subdivision thereof, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on Landlord.

SECTION 3.3 REAL ESTATE TAXES AND ASSESSMENTS – Tenant shall pay as Additional Rent during the Lease Term its Proportionate Share, as provided in section 3.5 below, of all ad valorem and real property taxes levied or assessed by any lawful authority against all of the real property which is now or hereafter becomes a part of Shopping Center, and such other costs and fees incurred by Landlord in contesting any such taxes, assessments, or charges and/or negotiating with any such lawful authority with respect thereto. In the event any governmental authority having jurisdiction shall levy any general or special assessment against the real property which is now or hereafter becomes a part of Shopping Center for public betterments or improvements, or if the property upon which the Shopping Center is located is subject to assessment by any property owner's association, Tenant shall also pay to Landlord as Additional Rent its Proportionate Share of such assessments. Landlord shall have the option to take the benefit of any, statute or ordinance permitting any such assessments for public betterments or improvements to be paid over a period of time, in which case Tenant shall be obligated to pay only the said fraction of the installments of any such assessments which shall become due and payable during the Lease Term. Landlord shall estimate the taxes and assessments referred to in this Section and Tenant shall pay one-twelfth (1/12) thereof monthly in advance (beginning on the Rent Commencement Date and continuing on the first day of each and every calendar month thereafter during the Lease Term), together with the payment of Annual Base Rent. After the end of each Lease Year or the applicable tax year, Landlord shall furnish Tenant, upon request, a statement of the actual taxes and assessments, and there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall, within thirty (30) days of providing such statement to Tenant, receive the entire amount of Tenant's Proportionate Share of such annual taxes and assessments for such annual period (or partial period, as applicable). Real Estate Taxes shall be prorated for any partial tax year within the Term based on the actual number of days elapsed in such partial year and a 365-day year and shall be based on the lowest total payment available to Landlord (taking into account any incentives for early payment and removing penalties for late payment). As part of its annual pass through cost reconciliation, Landlord shall provide Tenant with a statement which indicates the total Real Estate Taxes for the calendar year, a computation of Tenant's Share of such Real Estate Taxes, and the manner in which Tenant's Share was calculated.

SECTION 3.4 OPERATING EXPENSES – Tenant agrees to pay to Landlord as Additional Rent hereunder, commencing on the Rent Commencement Date, Tenant's share of the Shopping Center's Operating Expenses (as hereinafter defined), such share to be computed and paid as provided in section 3.5. "Payment of Additional Rent: Proportional Share". "Operating Expenses" means the cost and expense incurred in owning, operating, managing, maintaining and repairing the Shopping Center, including without limitation the parking areas and other areas available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant and related off-site facilities of the Shopping Center, or in contracting with other person(s) or entities for the performance and accomplishment of such services. The items and charges comprising the Operating Expenses shall specifically include, without limitation and without obligation of the Landlord to provide: the cost of utilities; parking lot and sidewalk sweeping; cleaning; maintenance; re-striping, sealing, painting and resurfacing; gardening and landscaping; the deductibles and premiums for liability, hazard, automotive, workers' compensation, and any other insurance; maintenance and repair of storm drainage systems, including canals and retention areas; salaries and other costs of management and maintenance personnel; attorneys' and accountants' fees; janitorial services; security (although Landlord does not represent that there will or will not be security); holiday lights and decorations, any association fees; lighting facilities; Shopping Center repairs and maintenance, including roof repairs; sign maintenance; painting and painting reserves; facade repairs; Shopping Center advertising, other than for lease or for sale; music systems; sanitary control; removal of trash, rubbish, garbage and other refuse from the Common Areas; hurricane clean-up costs, hurricane repairs (not covered by insurance), management fees and an administrative fee to Landlord. Landlord shall have the right, with regard to any and all management and maintenance obligations of Landlord under this Lease, to contract with such person(s) or entity or entities for the performance and accomplishment of such of the obligations as Landlord shall deem proper, including entities in which Landlord may hold an ownership or other interest. Notwithstanding the foregoing, Landlord has no obligation hereunder to provide the foregoing.

Notwithstanding the foregoing or any other provision of this Lease to the contrary, in no event shall Tenant's share of Operating Expenses include any of the following: (i) expenses to the extent not chargeable in the current calendar year pursuant to generally accepted accounting principles; (ii) structural repairs and replacements; (iii) loan payments of any type; (iv) costs of electricity or other utilities for the use of other tenants in the Shopping Center; (v) depreciation or amortization of any improvements beyond typical amortization pursuant to GAAP; (vi) leasing costs for the Shopping Center; (vii) rents payable with respect to any leasing office space or any ground or underlying lease affecting the Shopping Center; (viii) costs of investigating, monitoring or remediating hazardous substances; (ix) costs recoverable by Landlord pursuant to its insurance policies; (x) any costs as a result of Landlord's negligence or Landlord's default under the Lease; (xi) legal fees to settle disputes with other tenants; (xii) the cost of any special service provided to a tenant or paid to a tenant in the Shopping Center, which is not provided generally to the other tenants of the Shopping Center or is available to a tenant only for an additional direct charge (in addition to tenant's payment of its pro rata share of Common Area Maintenance Expenses); (xiii) costs, fines or penalties incurred by Landlord due to violations of any applicable law, governmental requirement or order, (xviii) any penalties or interest incurred by Landlord as a result of its failure to pay for any expenses in a timely manner, (xiv) leasing advertising costs, and (xv) costs of correcting initial construction defects.

SECTION 3.5 PAYMENT OF ADDITIONAL RENT; PROPORTIONATE SHARE – Landlord shall inform Tenant of Landlord's best estimate of Tenant's Proportionate Share of the annual Additional Rent and Tenant shall pay one-twelfth (1/12) thereof monthly in advance (beginning on the Rent Commencement Date and continuing on the first day of each and every calendar month thereafter during the Lease Term), together with the payment of Annual Base Rent. Landlord may, as often as reasonably necessary, adjust the estimate to reflect the anticipated total annual Additional Rent, to minimize the balance due or owing at the end of the calendar year. All payments due by Tenant hereunder are due and payable on the first day of each and every calendar month. Tenant covenants and agrees



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that Tenant shall remain liable for and shall pay its Proportionate Share of Additional Rent in the amounts and times as set forth herein, notwithstanding the expiration or earlier termination of this Lease. Within a reasonable period after the end of each calendar year, Landlord will deliver to Tenant a reconciliation of Operating Expenses, Real Estate Taxes and insurance expenses. In the event that the reconciliation reveals a shortfall in the amount paid by Tenant during the prior calendar year, Tenant shall pay the amount of the shortfall within ten (10) days of the date of the reconciliation. In the event that the reconciliation reveals an overpayment by Tenant during the prior calendar year, Landlord shall credit the amount of such overpayment against the current year's Rent obligation or if the Tenant has vacated the Premises and has no outstanding balance with Landlord, refund to Tenant the amount overpaid within thirty (30) days after the date of the reconciliation. The obligations contained in this Section accruing prior to the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

Tenant shall be entitled, upon ten (10) days prior written notice (Inspection Notice) and during normal business hours, at Landlord's office or such other place as Landlord shall reasonably designate, to inspect and examine those books and records of Landlord relating to the determination of Operating Costs for only the immediately preceding calendar year. Any third party engaged by Tenant to inspect or examine the books and records shall be a certified public accountant from a nationally or regionally recognized accounting firm and such accountant shall be engaged on either a fixed price or hourly basis, and not compensated in any manner whatsoever on a contingency or bonus basis. Landlord may require reasonable proof of the compensation method prior to granting access to the books and records. Under no circumstances shall Landlord be required to consent to an accounting firm that is also a tenant of Landlord (or any Landlord affiliate) in any property controlled by Landlord's principals. Should Tenant elect to inspect such records (directly or by third party), Tenant's inspection shall be completed and the results thereof submitted to Landlord no later than two (2) months after Tenant's notification to Landlord of its intent to inspect Landlord's books and records. Tenant shall be deemed to have waived its right to inspect Landlord's books and records, and the Statement of Operating Cost shall be deemed irrevocably correct, if Tenant fails to make timely payment of all rent amounts due, including any disputed operating expenses and/or disputed operating expense reconciliations, fails to timely deliver the Inspection Notice, or fails to timely complete the inspection (unless Landlord was the cause of the delay). If Tenant's audit determines that the Operating Costs for the preceding calendar year are less than reported, and Landlord does not dispute Tenant's audit, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment(s) of estimated Operating Expense Rental, or, in the event this Lease has expired or terminated and no Event of Default exists, Landlord shall pay Tenant the total amount of such overpayment within thirty (30) days. All costs and expenses of the Tenant's audit shall be paid by Tenant unless the audit shows that Landlord overstated Operating Costs for the subject calendar year by more than five percent (5%), in which case Landlord shall pay all costs and expenses of the Tenant audit (not to exceed \$2,000.00).

Additionally, Tenant acknowledges that Tenant's Proportionate Share of charges, assessments and premiums (other than Annual Base Rent) under this Lease may be based upon one or more of the following manners of assessment: (i) direct charge for services provided for the exclusive benefit of the Premises which are subject to precise cost measurement; (ii) allocation of charges based upon relative intensity or quantity of use of services shared with others; and (iii) pro-rata share, which shall amount to that proportion of the actual shopping center Real Estate Taxes and Operating Costs, pursuant to section 3.3 and section 3.4, respectively; which the gross area of the Premises bears to the gross area of all ground floor rentable space in the Shopping Center excluding the square footage of any management and promotion offices, mezzanine areas and any emergency exit corridors or stairs between fire resistant walls required by building codes and the square footage of any outdoor seating areas made available to any tenant, owner or occupant for outdoor seating or other similar areas and the square footage of any other premises in the Shopping Center that is hereinafter separately maintained or taxed as a separate tax parcel. Landlord reserves the right, at all times and from time to time, to change Tenant's Proportionate Share or other method of allocation of any costs, charges or assessments if Landlord reasonably believes that such change shall reflect a more equitable apportionment thereof.

SECTION 3.6 **ADDITIONAL RENT DEFINED / RENT DEFINED** – Any and all sums of money, assessments or charges required to be paid by Tenant under this Lease other than Annual Base Rent shall be considered "Additional Rent" whether or not the same be so designated and Landlord shall have all rights to enforce due and timely payment by Tenant of Additional Rent as are available to Landlord with regard to Annual Base Rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, be collectible as Additional Rent with the next installment of Annual Base Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder, or limit any remedy of the Landlord for enforcement of the immediate collection of same, nor any other remedy available to Landlord therefor. Terms of this Section shall survive the expiration or earlier termination of this Lease.

For all purposes under this Lease, "Rent" shall be Annual Base Rent and all Additional Rent due and payable hereunder.

SECTION 3.7 **LATE CHARGE** – Tenant's regular Rent payment is due on the first calendar day of each month of the Lease term, paying the month in advance, without necessity of notice. In the event that any payment due Landlord under this Lease shall not be paid on the date due, Tenant agrees to pay the sum of Ten and 00/100 (\$10.00) Dollars per day for each such delinquent payment until made as Additional Rent (the "Late Fee"). No notice shall be necessary for assessment of the Late Fee. In the event that any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant of One Hundred (\$100.00) Dollars. Tenant further agrees that late payment by Tenant of any Rental owing under this Lease will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs are extremely difficult and impracticable to fix. Such costs and expenses may include, for example, administrative and collection costs, and processing and accounting expenses. Therefore, in the event Tenant fails to pay any regular monthly installment of Rent within five (5) days of the due date, and after written notice to Tenant, the Tenant shall pay a late charge of five percent (5%) of the total amount due as Additional Rent. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted in this Lease. In the event Tenant pays the late charge set forth hereunder but fails to pay contemporaneously therewith all unpaid amounts of Rent, Landlord's acceptance of this late charge payment shall not constitute a waiver of Tenant's default with respect to Tenant's nonpayment nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease, at law or in equity. Any charges becoming due under this Section shall be deemed to be Additional Rent due hereunder and shall become due with the next ensuing monthly payment of Annual Base Rent. Delinquent

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payments will also be subject to interest charges as specified in section 40.1. The assessment and collection of such charge and interest does not interfere with Landlord's remedies for an Event of Default as provided in this Lease or at law or in equity.

SECTION 3.8 CALENDAR YEAR DEFINED – The term "calendar year" as used herein shall mean consecutive twelve-month periods commencing on each January 1 during the Lease Term. In the event that the Lease Term commences on a day other than January 1, the first and last years shall be partial calendar years and in such case the first calendar year shall be deemed to commence on the Commencement Date and expire on December 31 next following, and the last calendar year shall be deemed to commence on the last January 1st occurring during the Lease Term and shall expire on the Expiration Date.

SECTION 3.9 TENANT'S GROSS SALES – Intentionally Deleted

SECTION 3.10 ADDRESS FOR PAYMENT OF RENT – Tenant shall pay Rent to the address set forth for Landlord above, or as otherwise designated in writing by Landlord.

SECTION 3.11 ASSIGNMENT AND SUBLETTING – Tenant agrees not to assign, sublet or in any way transfer this Lease or any interest therein without the prior written consent of Landlord, which will not be unreasonably withheld. Consent by Landlord to one or more assignments or sublettings of this Lease or the Premises shall not operate as a consent to any subsequent assignments or sublettings, each of which shall require Landlord's separate written consent. Notwithstanding any such assignment or subletting, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease or any amendments or addendum hereto unless Landlord determines that an assignee is of comparable financial stability as Tenant and agrees to provide any comparable personal guarantee. Any transfer, sale, pledge or other disposition of any ownership interest in Tenant or its rights under this Lease, or any attempt by Tenant to grant any right in and to the Premises to any third party, shall be deemed an assignment under this Section. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by any party other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. Tenant shall pay to Landlord any positive difference between any Rent or other amounts payable under any sublease or assignment to which Landlord grants its consent hereunder, and the Annual Base Rent and Additional Rent payable hereunder. This prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary, and a prohibition against any encumbrance of all and any part of Tenant's leasehold interest.

Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the Premises leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use occupancy or utilization of any part of the Premises.

SECTION 3.12 USE OF PREMISES AND TENANT'S TRADE NAME – Tenant shall use the Premises solely for the purpose set forth in section 1.1(m) and for no other purposes or uses whatsoever. Notwithstanding the foregoing, at no time shall the Premises be used in violation of any Existing Tenants' Exclusive Rights or Restrictive Covenants outlined in Exhibit "E," attached hereto or in violation of any zoning ordinances or any public and private restriction applicable to the Premises and the Shopping Center.

Tenant shall not sell, display or advertise any merchandise not specifically permitted by this Section. Tenant further agrees to conduct its business in the Premises solely under the name or trade name specified in section 1.1(a) and under no other name or trade name except such as may be first approved by Landlord in writing, and Landlord agrees to reasonably apply suitable criteria in its approval or disapproval of such other proposed name. No auction, fire or bankruptcy sales shall be conducted on the Premises without Landlord's consent, which consent may be withheld in Landlord's sole discretion. Tenant shall not use the parking areas adjacent to the Premises for business purposes other than for customer parking in the normal course of business without Landlord's consent which consent may be withheld in Landlord's sole discretion.

SECTION 3.13 OPERATIONAL REQUIREMENTS – Tenant agrees that it:

- (a) Shall operate its business upon one hundred percent (100%) of the Premises continuously during the Store Hours for the entire Lease Term with due diligence and efficiency and in a manner prudent and in accord with the latest and most advanced retail business techniques within the locale for Tenant's business. Tenant agrees to conduct its business upon the Premises in accordance with the highest ethical and operating standards of its industry, and the standards, rules and regulations of the Shopping Center, as same may be determined in the Landlord's sole discretion, and further to correct any deficiencies or failures to adhere to such standards within twenty-four (24) hours of notice by Landlord of such deficiencies. Additionally, Tenant shall keep the display windows, if any, in the Premises well lighted and maintaining an attractive and suitable appearance and display during such Store Hours as Landlord may, seasonally adjust from time to time. Tenant shall not perform any acts or carry on any practices which may damage the Shopping Center, its physical plant, its reputation or its customers, employees or invitees, or which will result in an increase of casualty insurance premiums;
- (b) Will not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the interior of the Premises; will not utilize any advertising medium within the Shopping Center which can be seen, heard, distributed or experienced outside the Premises including but not limited to flashing lights, searchlights, loudspeakers, phonographs, radios, televisions, handbills, bumper, stickers or other advertising devices on the Premises or any vehicle parked in the parking area of the Shopping Center, and will not conduct or permit any activities that might constitute a nuisance;

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- (c) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises; will provide sound barriers for Tenant's air conditioning, electrical and other systems to the extent required by any environmental or other law, regulation, guideline or order, will not cause or permit strong, unusual offensive or objectionable noise, odors, fumes, dust or vapors to emanate, originate or be dispelled from the Premises, nor burn, trash or store or permit accumulations of any trash, garbage, rubbish or other refuse inside or outside of the Premises except in compactors or other receptacles provided for same and in accordance with rules and regulations imposed by Landlord; and, will take all measures necessary to maintain the refuse and garbage without offensive, objectionable or unusual odors;
- (d) Will not load or permit the loading or unloading of merchandise, equipment, inventory, furniture, fixtures, supplies or other property, nor ship, nor receive, outside the area or entrance (and only at such time or times) designated therefore by Landlord; will not permit the parking or standing outside of said area of trucks, trailers or other vehicles or equipment engaged in such loading or unloading in a manner which may interfere with the use of any Common Areas or any pedestrian or vehicular use; will use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises prior to 10:00 A.M. each day;
- (e) Will not paint or decorate any part of the exterior, storefront or windows of the Premises or change the architectural treatment thereof, without first obtaining Landlord's written approval;
- (f) Will keep the inside and outside of all glass in the doors and windows of the Premises clean and will replace any glass broken with glass of the same kind, size and quality, will maintain the Premises in a clean orderly and sanitary condition and free of insects, rodents, vermin and other pests; will use, at its sole cost and expense, pest control companies approved by Landlord;
- (g) Will promptly execute and comply with all applicable environmental, health, building, zoning and other governmental laws, rules, regulations, orders and guidelines, whether federal, state, city or county, and all department and agency rules, regulations and orders applicable to Tenant the Premises and the Shopping Center;
- (h) Will not place, or suffer to be placed, or maintained inside or outside the Premises any sign, aerial, antenna awning, canopy, decoration, lettering, advertising matter or other thing of any kind, unless consented to in writing by Landlord;
- (i) Will comply with all sign criteria and guidelines established in writing by Landlord and will not display or erect any sign without Landlord's written consent;
- (j) Will not make any alterations, additions, fixtures or improvements (hereinafter "Construction Work") in or on the Premises or any requirements without Landlord's written consent and without obtaining all necessary governmental approvals and permits at Tenant's sole cost and expense, and any such Construction Work, including without limitation, air conditioning and heating systems, light fixtures, and floor, wall and ceiling coverings and partitions shall become the property of Landlord (except movable office furniture) and remain on the Premises upon termination of this Lease;
- (k) Will comply with and observe all rules and regulations established by Landlord from time to time, in the Shopping Center or to Tenant;
- (l) Will immediately abate any nuisances or other grievances connected with or created by Tenant's use or occupancy of the Premises; and will comply with all orders, rules and regulations of any insurance underwriters having jurisdiction over the Premises or the Shopping Center regarding the prevention of fires, at Tenant's sole cost and expense;
- (m) Will (and Tenant's employees will) park all of its vehicles only in those portions of the parking area designated for that purpose by Landlord. Within five (5) days after receipt of written request from Landlord, Tenant shall furnish Landlord with vehicle information, including but not limited to, state vehicle license tag numbers for all people working in Premises (Tenant and Tenant's employees). In the event Tenant (or its employees) fails to park its vehicles in the designated parking areas, then in addition to the remedies provided to Landlord in **Exhibit "D"**, Landlord may charge Tenant Twenty Five Dollars (\$25.00) per day per vehicle as liquidated damages for any vehicle not parked in its designated area; and
- (n) Will not commit or suffer any waste upon the Premises or any nuisance or other act which may disturb the quiet enjoyment of any other tenant in the Shopping Center or which may disturb any other person within 500 feet of the boundaries of the Shopping Center..

Section 4

SECTION 4.1 USE OF SHOPPING CENTER COMMON AREAS –The use and occupation by Tenant of the Premises shall include the nonexclusive use, in common with others entitled thereto, of the service areas, walkways of the Shopping Center and other areas for the nonexclusive use of tenants, and agents, employees, customers and invitees of Tenants, within the Shopping Center (hereinafter collectively "Common Areas") as such Common Areas now exist or as may hereafter be constructed for the benefit of or as a part of the Shopping Center, and other facilities as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Lease and the rules and regulations for the use thereof as prescribed from time to time by Landlord. All Common Areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the full right and authority to employ all personnel and to implement new rules and regulations as Landlord may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Common Areas. Additionally, the use by Tenant of the Premises shall include the nonexclusive use as aforesaid, of all areas within the exterior boundaries of the Shopping Center which are not now or hereafter held for lease or occupation by Landlord, its successors or assigns, or used by other persons entitled to exclusive occupation thereof, including, without limiting the generality of the foregoing, automobile parking areas, driveways and entrances and exits thereto, employee parking areas, loading docks, pedestrian sidewalks and ramps, landscaped areas, retaining walls, exterior stairways, open and enclosed courts, and other areas and improvements provided in or near the Shopping Center for the general use.



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SECTION 4.2 MAINTENANCE OF THE COMMON AREAS—All Common Areas and other facilities in or about the Shopping Center or the Premises shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain, alter, repair, change, close, police and operate the Common Areas; to restrict parking, issue parking tickets and require the payment of a parking charge by Tenant or other users of the parking area; and to close all or any portion of said Common Areas or facilities to make repairs or changes or to such extent as may be legally sufficient to prevent a dedication thereto or the accrual of any right to any person or the public thereon. Landlord shall operate and maintain the Common Areas in such a manner as Landlord in its sole and absolute discretion shall determine, and Landlord shall have the full right and authority to employ and discharge all personnel with respect thereto.

SECTION 4.3 LICENSE TO COMMON AREAS—All Common Areas which Tenant may be permitted to use and occupy, are to be used and occupied under a license, revocable upon an Event of Default by Tenant under this Lease, and if such license be revoked, or if the amount of such areas be temporarily closed or permanently diminished, Tenant shall not be entitled to any compensation, damages, or diminution or abatement of Rent, nor shall such revocation or diminution of such area be deemed a constructive or actual eviction.

SECTION 4.4 CHANGES TO SHOPPING CENTER AND COMMON AREAS—Landlord reserves the right to make such amendments, changes and revisions to the site plan of the Shopping Center as Landlord, in its sole discretion may deem proper. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking. Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any amendments, changes, and improvements, it being understood that such amendments, changes and improvements shall preserve access to the Premises and shall not reduce parking below that ratio of spaces required by governmental authority for Tenant's operation of its business in the Premises.

Section 5

SECTION 5.1 CONSTRUCTION WORK BY TENANT—Tenant shall not perform any Construction Work, including alterations contemplated in section 5.2 or make any structural changes, in or to the Premises at any time during the Lease Term without Landlord's prior written consent. Tenant's request for such consent shall be accompanied with construction drawings. The construction drawings shall include both the construction drawings and the specifications for same and the same shall be prepared to comply with all applicable laws, codes, ordinances, rules and regulations. Landlord shall review the construction drawings and specifications and shall review and approve or disapprove of same. Tenant shall continue to re-submit the drawings and specifications until the same are approved by Landlord; such approved drawings and specifications shall be referred to herein as "Approved Drawings and Specifications". The reasonably necessary out of pocket costs incurred by Landlord in connection with review and approval of any of Tenant's construction drawings and specifications including without limitation the Approved Drawings and Specifications or any site inspections or coordination activities shall be paid by Tenant within ten (10) day of request therefor as Additional Rent. Any approval or consent by Landlord of all or part of Tenant's criteria, system, plans, drawings or specifications shall neither constitute an assumption of responsibility by Landlord for any aspect of such criteria, system, plans, drawings or specifications including, without limitation, their accuracy or efficiency, their compliance with all applicable codes, ordinances, rules or regulations, nor obligate Landlord in any manner with respect to Tenant's Construction Work and Tenant shall be solely responsible for any deficiency in any design or Construction Work and for compliance with all applicable codes, ordinances or regulations relating thereto. Tenant shall indemnify, defend, save and hold harmless Landlord, its mortgagee, property management company and each of their officers, directors, beneficiaries, shareholders, partners, members, agents, employees and contractors and each of their successors and assigns (collectively, "Landlord Indemnified Parties") from and against and reimburse Landlord for any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorney's and consultant's fees and court costs through all appellate levels and post-judgment proceedings and disbursements) arising out of or related to Tenant's Construction Work.

All of the Construction Work shall comply with all applicable laws, ordinances, codes and rules of any public authority (including, but not limited to the ADA) and shall be performed in a good and professional manner by properly qualified and licensed and insured personnel approved by Landlord. All Construction Work shall be diligently prosecuted to completion. Upon substantial completion of the Construction Work, Tenant shall procure and provide Landlord with a copy of (i) a certificate of occupancy from the appropriate governmental authorities; and (ii) a certificate from Tenant's architect verifying that the Construction Work has been substantially completed in accordance with the Approved Drawings and Specifications. The issuance of the foregoing shall not be deemed to relieve Tenant of its obligation under the terms of this Lease to complete any such work in accordance with the Approved Drawings and Specifications. Promptly following completion of the Construction Work, Tenant shall deliver to Landlord a complete set of "as built" drawings for the Construction Work. Prior to commencing any such work, Tenant shall furnish Landlord with names and addresses of contractors; copies of all contracts; copies of all necessary permits; evidence of contractor's and subcontractor's insurance coverage for builder's risk, commercial general liability, pollution liability, workmen's compensation, employer's liability and auto liability, all in amounts reasonable satisfactory to Landlord and, where stated, with the minimum coverages set forth in Section 8 of the Lease; and indemnification in a form reasonably satisfactory to Landlord. The Construction Work shall be performed in a manner that will not interfere with the quiet enjoyment of the other owners, occupants or tenants in the Shopping Center.

Landlord or its designee shall have the right to inspect the Construction Work at all times during normal working hours so long as such inspections do not unreasonably interfere with the Construction Work; provided, however, that such inspections shall not create any liability for Landlord relating to the proper performance of the Construction Work nor the improper performance thereof.

Tenant recognizes that, from time to time, there may be other ongoing construction or renovation activities within the Shopping Center and if so, Tenant agrees to coordinate the Construction Work with such other activities so as not to interfere with such other on-going activities or the retail activities of any other owners, occupants or tenants in the Shopping Center. Tenant shall be directly responsible for any and all damages including without limitation damages to the Shopping Center, any buildings, the Premises, and the premises of other tenants in the Shopping Center resulting from any Construction Work, whether or not Landlord's consent therefore was obtained. Prior to any and all commencement of the Construction Work, Tenant must obtain all necessary governmental approvals and permits (which Tenant shall obtain at its own expense); and Tenant shall comply with Landlord's reasonable rules and regulations and perform its Construction Work during periods approved by Landlord and not store any materials or equipment outside of the Premises. The Construction Work shall not interfere with the use and operation of any other aspect of the Shopping Center by any other user, occupant or tenant. All Construction

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Work shall be performed in a good and workmanlike manner and diligently prosecuted to completion. Any Construction Work performed by Tenant without Landlord's consent shall be returned to its original condition at Tenant's expense upon request by Landlord. Tenant shall perform all Construction Work in a manner as not to obstruct the access to the Premises of any other tenant of the Shopping Center nor obstruct the Common Areas. In the event Tenant shall perform any Construction Work, none of the construction Work need be insured by Landlord under any insurance that Landlord may carry upon the Shopping Center, nor shall Landlord be required to reconstruct or reinstall any such Construction Work upon termination of this Lease, if Landlord so desires Tenant shall promptly reinstall and restore the Premises to its original condition and remove any Construction Work at Tenant's sole cost and expense.

Tenant is required to comply with all local building codes, zoning codes and other governmental and quasi-governmental regulations and requirements applicable to the Premises and at all times during the Lease Term. Tenant is responsible for ensuring that any Construction Work performed in connection with the Premises is performed under properly obtained permits and such permits are closed within sixty (60) days of the completion of such work. Landlord's signature is required on all permit applications. Failure of Tenant to properly obtain permits when required by governmental or quasi-governmental regulations or the failure of Tenant to close such permits within the time period provided above shall constitute an Event of Default.

SECTION 5.2 ALTERATIONS –No alteration or additions to the Premises may be made without the prior written consent of Landlord and then only at Tenant's sole cost and expense and using contractors or mechanics and in such manner and with such materials as may be approved by Landlord. Tenant shall not install or contract to install any public pay phones, video games, or vending machines of any kind in the Premises or in any Common Area of the Shopping Center, including exterior walls, sidewalks and landscape areas. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of Landlord and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof. Notwithstanding the foregoing, Landlord may require Tenant to remove, at Tenant's expense, any alterations, additions, improvements or fixtures installed or affixed by Tenant, in which event Tenant shall, at Tenant's expense, remove such alteration, addition, improvement or fixture upon the expiration or earlier termination of the Lease Term and Tenant, at its expense, shall also repair any damage to the Premises caused by such removal and restore the Premises to the condition that existed prior to the alterations, addition, improvement or fixtures.

SECTION 5.3 MECHANICS' LIENS –Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject the estate of Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes or any other Florida Statutes. Tenant agrees to obtain and deliver to Landlord prior to the commencement of any work or Alteration or the delivery of any materials, written and unconditional waivers of contractors' liens with respect to the Premises and the Shopping Center and related areas for all work, service or materials to be furnished at the request or for the benefit of Tenant to the Premises. Such waivers shall be signed by all architects, engineers, designers, contractors, subcontractors, materialmen and laborers to become involved in such work. Notwithstanding the foregoing, Tenant at its expense shall cause any lien filed against the Premises or the Shopping Center and related areas for work, services or materials claimed to have been furnished to or for the benefit of Tenant to be satisfied or transferred to bond within ten (10) days after Tenant's having received notice thereof. In the event that Tenant fails to satisfy or transfer to bond such claim of lien within said ten (10) day period, Landlord may do so and thereafter charge Tenant as Additional Rent, all costs incurred by Landlord in connection with the satisfaction or transfer of such claim, including attorneys' fees and an administrative charge not exceeding fifteen percent (15%) of all sums incurred by Landlord in the satisfaction or transfer of such claim. Further, Tenant shall indemnify, defend and save the Landlord harmless from and against any damage to and loss incurred by Landlord as a result of any such contractor's claim of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's sole discretion be recorded in the Public Records of Pinellas County for the purpose of protecting Landlord's estate from contractors' Claims of Lien, as provided in Chapter 713.10, Florida Statutes. In the event such short form or memorandum of this Lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument in recordable form terminating Tenant's interest in the real property upon which the Premises are located, which instrument may be recorded by Landlord at the expiration or earlier termination of the term of this Lease. The security deposit paid by Tenant may be used by Landlord for the satisfaction or transfer of any Contractor's Claim of Lien, as provided in this Section. This Section shall survive the termination of this Lease. All contracts entered into by Tenant for Tenant's Work shall be subject to Landlord's prior approval.

SECTION 5.4 CONDITION OF PREMISES –Tenant acknowledges that Landlord has made no representation or promise as to the condition of the Premises, nor shall Landlord be required to conduct any improvement to the Premises, except as expressly set forth in **Exhibit "G"** attached hereto. In the event that Landlord's Work as provided in **Exhibit "G"** has been completed, or in the event that no work is required of Landlord hereunder, Tenant expressly acknowledges that it has inspected the Premises and is fully familiar with the condition thereof, and Tenant agrees to accept the Premises in its "as-is" condition.

Section 6

SECTION 6.1 FIXTURES AND PERSONAL PROPERTY –If an Event of Default has occurred, Landlord has the right to the exclusive possession of the Premises and all property therein and to use such property without rent or charge, and Landlord, whether or not it takes possession of such property, shall have the benefit of any lien thereon permitted under the laws of the State of Florida. If such possession is taken or such lien is asserted by Landlord in any manner, including but not limited to operation of law, Tenant shall not remove or permit the removal of said property until such possession is relinquished or the lien is lifted as the case may be. Tenant, at his expense, shall immediately repair any damage occasioned to the Premises by reason of installation or removal of any such personal property unless such damage is caused by Landlord's gross negligence. If this Lease expires or is terminated for any reason and Tenant fails to remove such items from the Premises prior to such expiration or termination, then in any such event all such personal property shall thereupon become the property of the Landlord without further action by either party hereto, unless Landlord elects to require their removal in which case Tenant shall promptly remove same and restore the Premises to its prior condition at Tenant's expense.

Tenant shall be responsible for and pay before delinquency, all municipal, city, county, state or federal taxes assessed during the Lease Term against any leasehold interest or personal property of any kind owned, or placed in, on or about the Premises.

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Section 7

SECTION 7.1 LIMIT OF LANDLORD'S RESPONSIBILITY—Landlord shall not be responsible or liable to Tenant or any other person for any loss, theft or damage resulting to the Tenant (or any other person) or any property or Construction Work placed or moved in the Premises from bursting, stoppage or leakage or water, gas, sewer or steam pipes, electrical, air conditioning or heating systems, or for any damage or loss to property within the Premises from any cause or person whatsoever (including the acts or omissions of co-tenants or their invitees) including but not limited to latent defects in the Premises or the Shopping Center, unless such damage is caused by Landlord's gross negligence. In this regard, all property and Construction Work placed or moved in the Premises shall be at the risk of Tenant not the Landlord.

SECTION 7.2 LANDLORD'S RESPONSIBILITY—Landlord shall keep the foundation, the outer walls and roof of the Premises in good repair, ordinary wear and tear excepted. There is excepted from the preceding covenant, however: (i) repair or replacement of broken plate or window glass (except in case of damage by fire or other casualty covered by Landlord's property insurance policy) and (ii) repair of damage caused by Tenant, its employees, agents, contractors, customers, licensees or invitees. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of notice of the need for repairs. Tenant waives the provision of any law, or any right Tenant may have under common law, permitting Tenant to make repair at Landlord's expense. Such repair and maintenance obligations of Landlord shall be included in and constitute "Operating Costs" as defined hereinabove. Landlord is not required to make any other improvements or repairs of any kind on the Premises.

SECTION 7.3 TENANT'S RESPONSIBILITY—Other than the repairs which shall be the obligation of Landlord as stated above, Tenant shall, at its own cost and expense, take good care and make necessary repairs and replacements as is required to maintain the interior of the Premises and all utilities, equipment and building systems serving the Premises in good order and condition, reasonable wear and tear excepted (whether the repairs are ordinary or extraordinary or foreseen or unforeseen and whether the items are located in the Premises or outside of the Premises provided that they are serving the Premises), including, without limitation, the exterior and interior windows and doors (including the casement and frames), locks and enclosing devices and entrances, storefronts, signs, showcases, fixtures, floor coverings, interior walls and partitions, ceilings, columns and partitions, lighting fixtures, heating, electrical, ventilating and air conditioning equipment and plumbing and sewage facilities and the utilities and building systems including the utility meters, pipes and conduits installed by Tenant or at Tenant's expense, sprinkler equipment and other equipment, Tenant's signs, security grille and similar enclosures. Tenant's obligations shall also include repairing, maintaining and replacing the foregoing items as are required by any governmental agency having jurisdiction thereof (whether the same is ordinary or extraordinary, foreseen or unforeseen). All parts of the Premises shall be painted or otherwise decorated by Tenant periodically as reasonably determined by Landlord. Tenant agrees to initiate and keep in force and carry out a standard maintenance agreement with a company acceptable to Landlord on all air conditioning equipment and provide a copy of said maintenance agreement to Landlord. Tenant also shall pay for and maintain a termite and pest extermination service for the interior of the Premises. Tenant shall have the obligation to keep the exterior fronts, sidewalks and rear of the Premises in a neat and orderly condition, broom swept and free from debris and rubbish at all times. If Tenant fails to make such repairs promptly, Landlord may, at its option, and after notice to Tenant, make such repairs, and Tenant shall pay the cost thereof to Landlord on demand as Additional Rent. Tenant will not overload the electrical wiring serving the Premises or within the Premises and will install at its expense, only after obtaining Landlord's written approval, any additional electrical or other utility facilities which may be required in connection with Tenant's use of the Premises.

The Premises shall at all times be kept in good order, condition and repair by Tenant, and shall also be kept in a clean, sanitary, and safe condition in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction, all at the sole cost and expense of Tenant. Tenant shall permit no water damage or injury to the Premises, and Tenant shall at its own cost and expense replace any glass windows, doors and door hardware in the Premises which may be damaged or broken. Tenant shall permit no waste, damage or injury to the Premises.

Throughout the Lease Term (and thereafter), Tenant shall be responsible for all fines and violations issued for or in connection with the Premises during the Lease Term (including, without limitation, Tenant's operations, any Construction Work performed in connection with the Premises, Tenant's repair and maintenance responsibilities, Tenant's failure to obtain necessary permits or certificates of use) issued by district, municipal, county, state and federal governmental authorities. Tenant shall, within twenty-four (24) business hours, provide Landlord with copies of any violation notice(s) it receives (verbal or written) from district, county, state and federal governmental or quasi-governmental authorities together with confirmation that it has responded and paid such fine and/or corrected such violation(s). Tenant is also responsible for any interest and fees accrued for non-payment or late payments of such fines and violations. Failure of Tenant to respond and resolve such fines and/or corrected the violations within the time periods provided above shall constitute an Event of Default.

Section 8

SECTION 8.1 TENANT'S INSURANCE POLICIES—Tenant agrees to maintain, during the Lease Term, at Tenant's sole cost and expense, commercial general liability insurance in standard form against claims for bodily injury or death or property damage, to any one person or persons, arising out of an occurrence in or upon the Premises, effective from the date Tenant enters into possession of the Premises and during the Lease Term. Such insurance shall contain not less than the following limits: \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$1,000,000 product and completed operations; \$1,000,000 general aggregate; \$100,000 damage to the Premises; and \$5,000.00 medical payments. Tenant shall also carry property damage insurance in an amount equal to full replacement cost of Tenant's business personal property, improvements and betterments and other property within the Premises (Tenant being solely responsible for insuring the same). Tenant and Tenant's contractors and subcontractors shall also carry worker's compensation insurance in amounts required by law (without exemptions, exclusions or self-insurance) and employer's liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) each employee, Five Hundred Thousand Dollars (\$500,000.00) each accident and Five Hundred Thousand Dollars (\$500,000.00) policy limit. Subject to Landlord's approval and at Landlord's sole discretion, Tenant may elect not to carry worker's compensation if (i) Tenant qualifies for an exemption from the State of Florida and certifies to Landlord that Tenant so qualifies; and (ii) Tenant has a current exemption certificate from the State of Florida and provides Landlord a copy of such

STANDARD BUSINESS LEASE

certificate. If Tenant no longer qualifies for such exemption, then within ten (10) days thereafter, Tenant shall procure such worker's compensation insurance and provide Landlord with evidence of coverage.

Tenant shall revise such amounts or maintain any other form of insurance, which Landlord or any mortgagee of the Premises or the Shopping Center shall reasonably require from time to time, in form, in amounts and for risks against which a prudent tenant would insure. Any insurance policies required hereunder (other than worker's compensation) shall name Landlord as an additional insured and shall provide that they may not be modified or terminated without thirty (30) days advance notice to Landlord. Tenant shall furnish to Landlord prior to taking possession of the Premises evidence of such insurance coverage by way of a certificate of insurance clearly evidencing each of the coverages and provisions set forth in this Section, naming Landlord as an additional insured and certificate holder. In the Event of Default by Tenant in delivering the certificate for any such insurance or in failing to pay the charges therefor, Landlord may, at its option, procure or pay the charges for any such policy or policies and charge the Tenant therefor as Additional Rent. The limits of insurance specified in this Section may be adjusted upward by Landlord in the event that Landlord shall determine that because of: (i) the lapse of time, (ii) any unexpected rates of inflation, (iii) the size of the Premises, (iv) the use of the Premises by Tenant or (v) for any reason similar to those specified in clauses (i) through (iv) immediately above in this paragraph, the limits specified offer inadequate protection to Landlord. All Insurance policies must be issued by a company rated A.M. Best A- rating and Financial Size Category (FSC) X or better and must be satisfactory to Landlord.

SECTION 8.2 AMOUNT OF COVERAGE –Tenant shall at all times during the term hereof, and at its cost and expense, maintain in effect policies of insurance covering all alterations made by or on behalf of Tenant and Tenant's fixtures and equipment located on the Premises, in an amount not less than their full replacement value, providing protection against any peril included within the standard classification of "All Risk Coverage," together with insurance against sprinkler damage, vandalism, theft, malicious mischief, wind and/or hurricane coverage and flood coverage. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the alterations, fixtures and equipment so insured.

SECTION 8.3 WAIVER OF CLAIMS AND WAIVER OF SUBROGATION –Landlord and Tenant waive on behalf of each other and their insurers, unless said waiver on behalf of the insurers should invalidate any such insurance, their right to recover damages against each other for any reason whatsoever to the extent (i) the damaged party recovers from its insurance carrier (whether or not the insurance is required to be carried under this Lease); or (ii) the damaged party would have recovered from its insurance carrier if it maintained the insurance required by this Lease (whether or not such insurance is actually maintained). Any insurance policy procured by either Tenant or Landlord which does not name Landlord as an additional insured shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company, including but not limited to Tenant's workers' compensation insurance carrier, against Landlord or Tenant, whichever the case may be. Tenant shall provide evidence of such express waiver within ten (10) days after receipt of Landlord's written request.

SECTION 8.4 COMPLIANCE –Tenant at its expense shall comply with all requirements of the Board of Fire Underwriters, or any other similar body affecting the Premises, and shall not use the Premises in a manner, which shall increase the rate of property insurance or other insurance of Landlord or of any other tenant, over that in effect prior to this Lease. Tenant shall not carry any goods or conduct its business in a manner, which will in any way tend to increase the insurance rates on the Premises or the Shopping Center. Tenant agrees to pay as Additional Rent any increase in Landlord's insurance premiums resulting from the business carried on by Tenant, whether or not Landlord has consented to the same. If Tenant installs any electrical equipment that overloads the lines or circuits in the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. The fact that the Premises are being used for the purposes set forth in this Lease shall not relieve Tenant from the foregoing duties, obligations and expenses.

SECTION 8.5 HOLD HARMLESS AND INDEMNIFICATION; ASSUMPTION OF RISK –Tenant shall not do or permit any act or thing to be done in, on or about the Premises or the Shopping Center that may subject Landlord to any liability or responsibility for injury, damage to persons or property or to any liability by reason of the existence or application of, compliance with or violation of any law, order, statute, rule or Requirement, but shall exercise such control over the Premises as to protect the Landlord fully against any such liability and responsibility. Tenant shall indemnify, defend, save and hold harmless the Landlord and the Landlord Indemnified Parties from and against (a) any and all claims of whatever nature against the Landlord arising from any act, omission or negligence of Tenant or persons within Tenant's control, (b) all claims against the Landlord arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring in or about the Premises during the Lease Term or during Tenant's occupancy of the Premises, (c) all claims against the Landlord arising from any accident, injury or damage occurring outside of the Premises but anywhere within or about the Premises or Shopping Center, where such accident, injury or damage results or is claimed to have resulted from an act, omission or negligence of Tenant or persons within Tenant's control, and (d) any breach, violation or non-performance of any covenant, condition or agreement contained in this Lease to be fulfilled, kept, observed and performed by Tenant. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees through all appellate levels and post-judgment proceedings and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, and this indemnity shall extend to all liability, fines, suits, demands, costs and expenses arising as a result of Landlord's negligence, but not Landlord's gross negligence or willful misconduct.

If any claim, action or proceeding is made or brought against the Landlord, against which claim, action or proceeding Tenant is obligated to indemnify Landlord pursuant to the terms of this Lease, then, upon demand by the Landlord, Tenant, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the Landlord's name, if necessary, by such attorneys as the Landlord may select, including, without limitation, attorneys for the Landlord's insurer. Notwithstanding the foregoing, if such attorneys shall be defending both Tenant or any persons within Tenant's control and Landlord, the Landlord may retain its own attorneys to defend or assist in defending any claim, action or proceeding, and Tenant shall pay the reasonable fees and disbursements of such attorneys. The provisions of this Section and all indemnities under the Lease and exhibits shall survive the expiration or earlier termination of this Lease.

SECTION 8.6 LOSS AND DAMAGE –Landlord, its agents and employees shall not be responsible for any damage to any property of Tenant (including without limitation appliances, equipment, machinery, stock, inventory, fixtures, furniture, improvements, displays, decorations, carpeting and painting) or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, smoke,



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explosion, falling plaster, steam, gas, electricity, fire, wind, water, rain, sprinklers or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature Landlord shall not be liable for any such damage caused by other tenants or persons on the Premises, occupants of the Shopping Center or of adjacent property the public, or caused by operations or construction of any private, public or quasi-public works. Landlord shall not be liable for any latent defect in the Premises or in the Shopping Center. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers.

Section 9

SECTION 9.1 EFFECT ON LANDLORD'S INSURANCE –Landlord shall carry and maintain insurance covering the Common Areas and the Shopping Center in amounts, in form and with carriers acceptable to Landlord, including, without limitation, property insurance, commercial general liability, flood, wind, rent insurance and any other Landlord may contemplate carrying. Tenant shall have no rights in any policy or policies maintained by Landlord, and shall not, by reason of payment by Tenant, be entitled to be named as insured thereunder. Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord or which will in any way cause an increase in the insurance rates upon any portion of the Shopping Center. If Tenant violates any prohibition provided for in this Section, Landlord may, without notice to Tenant, correct the same at Tenant's expense. Tenant shall also pay to Landlord, as Additional Rent forthwith upon demand, the amount of any increase in premiums for insurance resulting from any violation of this Section even if Landlord shall have consented to the doing, or keeping of, anything on the Premises which constituted such a violation (but the payment of such Additional Rent shall not entitle Tenant to violate the provisions of this Section). In determining whether increased premiums are the result of Tenant's use, occupancy or vacancy of the Premises, a schedule issued by the organization making the fire insurance, extended coverage, vandalism and malicious mischief, special extended coverage or any all-risk insurance rates for said premises or any rule bodies issued by the rating organization or similar bodies or by rating procedures or rules of Landlord's insurance company shall be conclusive evidence of the several items and charges which make up the insurance rates and premiums on the Premises in the Shopping Center. If due to Tenant's use, occupancy (or failure to occupy), or abandonment of the Premises, any insurance shall be canceled by the insurance carrier or if the premiums for any such Insurance shall be increased, then in any such events Tenant shall indemnify, defend, save and hold harmless Landlord and Landlord's Indemnified Parties and shall pay on demand the increased cost of such insurance. Tenant also shall pay in such events any increased premium on any rent insurance that may be carried by Landlord for its protection against rent loss from fire or other casualty. In no event shall Landlord be obligated to maintain insurance covering any of the risks for which Tenant is required to insure.

Section 10

SECTION 10.1 LANDLORD'S RESTORATION OBLIGATION –Tenant shall immediately notify Landlord in case of any damage, fire or other casualty in or about the Premises. In the event the Premises are destroyed or so damaged or injured by fire or other casualty at any time during the Lease Term, to such an extent that the Premises are rendered untenable, Landlord shall have the right to render the Premises tenantable within three hundred sixty (360) days therefrom. If the Premises are not rendered tenantable within such time, Landlord shall have the option, prior to Landlord re-delivering the Premises to Tenant, to terminate this Lease upon giving notice to the Tenant. Tenant may, if the Premises has not been re-delivered in the above stated timeframe, deliver notice to Landlord any time after the expiration of the above-stated timeframe deliver notice to the Landlord that Tenant will exercise its option to terminate the Lease unless the Premises is delivered within thirty (30) days of delivery of said notice, unless such damage to the Premises is caused by an act or omission of Tenant, in which event Tenant shall have no option to terminate the Lease and Tenant shall be obligated to continue to pay Additional Rental and Annual Basic Rental as provided in section 14.1 hereof. Upon any such termination of this Lease, the Rent shall be adjusted as of the date of such termination and the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to the Landlord, except for items which have theretofore accrued and are then unpaid. If this Lease is not terminated then the Annual Base Rent and the Additional Rent payable by Tenant under this Lease during the period the Premises are so rendered unfit shall be abated.

SECTION 10.2 TENANT'S COVENANTS –Tenant shall not perform any acts or carry on any practices which injure the Shopping Center or are or create a nuisance or menace to other tenants of the Shopping Center, and Tenant shall keep the Premises, the sidewalks adjacent to the Premises, the rear area of the Premises and the service area and corridors allocated for the use of Tenant, clean and free from rubbish and dirt at all times. All trash and garbage shall be collected for disposal within the Premises. Tenant shall not burn any trash of any kind in or about the Premises. All doors to the Premises shall be kept in a closed position at all times. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by the way of the service areas and rear doors provided for such purposes. Landlord hereby grants to Tenant's employees, agents and invitees, the right during the Lease Term to use, in common with others entitled to the use thereof, such service areas and corridors subject to such reasonable regulations as Landlord may make from time to time. Tenant, its employees, or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, roof, partitions, floors, wood, stone, plaster or drywall or ironwork without Landlord's written consent, it being understood, however, that Tenant shall be permitted to hang pictures, posters, blackboards, and similar decorative items on the walls of the Premises and Tenant shall repair any associated damage upon their removal or the expiration or earlier termination of this Lease.

Section 11

SECTION 11.1 LANDLORD'S ACCESS TO PREMISES –Landlord and Landlord's agents shall have the right to enter the Premises during normal business hours or at any time in the event of an emergency to examine the same, to show them to prospective purchasers and lenders, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material, supplies and equipment into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the Rent due hereunder shall in no way abate while said repairs,



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alterations, improvements, or additions are being made unless Tenant is prevented from operating in the Premises in whole or in part, in which event Annual Base Rent shall be proportionately abated during said period. During the six (6) months prior to the expiration of the Lease Term or any renewal term, Landlord may exhibit the Premises to prospective tenants during times reasonable to Tenant. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or the Shopping Center or any part thereof, except as otherwise herein specifically provided.

Section 12

SECTION 12.1 SECURITY DEPOSIT - Tenant shall, simultaneously with the execution of this Lease, pay to Landlord the sum stipulated in Section 1.1(k)(k) as a security deposit for the faithful performance by Tenant of Tenant's covenants and obligations hereunder. Said Security Deposit may be commingled with other funds of Landlord, and Landlord shall have no liability for the accrual or payment of any interest thereon. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord, appropriate and apply all or any portion of said Security Deposit to the payment of any such overdue rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply said Security Deposit, or so much thereof as Landlord may deem necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default or failure on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Annual Base Rent or Additional Rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) business days after receipt of such demand shall constitute a default of this Lease. Should Tenant comply with all of said terms, covenants and conditions, and promptly pay all of the Annual Base Rent and Additional Rent herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the said Security Deposit shall be returned in full to Tenant within thirty (30) days from the date an acceptable walk-through of the Premises has been performed between Landlord and Tenant pursuant to section 20.1 of the Lease. At the end of the term of this Lease, or upon the earlier termination hereof Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit. No mortgagee acquiring title to the Premises by foreclosure or deed in lieu of foreclosure shall be responsible for the return of any Security Deposit not received by it.

Section 13

SECTION 13.1 CONDEMNATION AND EMINENT DOMAIN - If the whole of the Premises or the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Lease Term shall cease and terminate as of the date of title vesting in the condemning governmental body or other authority pursuant to such proceeding and all Rent and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term. If a part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and such partial taking or condemnation shall render the Premises unsuitable for the business of Tenant, then the Lease Term shall cease and terminate as of the date of title vesting in the condemning governmental body or other authority pursuant to such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect except that the Annual Base Rent shall be reduced in proportion to the portion of the Premises lost in the taking; provided, however, there shall be no reduction in Additional Rent as a result of such partial taking or condemnation. If only Common Area parking areas are being condemned, Landlord may, within ninety (90) days from the date possession is taken, provide other parking facilities substantially equal to the previously existing ratio between the Common Area parking spaces and the Premises or provide the parking required to satisfy the parking ratio requirements of the applicable code, in which event this Lease shall continue in full force and effect.

SECTION 13.2 RIGHT TO CONDEMNATION PROCEEDS - In the event of any condemnation or taking as herein before provided, whether whole or partial, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award. Tenant hereby expressly waives any right or claim to any part thereof. Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment from the Premises. A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Section 13.

Section 14

SECTION 14.1 CASUALTY DAMAGE - If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant, but are not thereby rendered untenable in whole or in part, Landlord shall at its own expense cause such damage, except to Tenant's equipment and trade fixtures, to be repaired, but only to the extent of Landlord's original obligation to construct pursuant hereto, and the Annual Base Rent and Additional Rent payable by Tenant hereunder shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage, except to Tenant's equipment and trade fixtures, to be repaired, but only to the extent of Landlord's original obligation to construct pursuant hereto, and the Annual Base Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable, until the Premises has been restored to the extent required to be restored by Landlord as required hereby. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall at its own expense cause such damage, except to Tenant's equipment and trade



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fixtures, to be repaired, but only to the extent of the Landlord's original obligation to construct pursuant hereto, and the Annual Base Rent meanwhile shall be abated in whole, until the Premises has been restored to the extent required to be restored by Landlord as required hereby, except that Landlord shall have the right, to be exercised by notice delivered to Tenant within ninety (90) days after said occurrence, to elect not to restore or reconstruct, as applicable, the Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence. Nothing in this Section shall be construed to permit the abatement in whole or in part of Additional Rent, including without limitation charges for Operating Costs attributable to any period during which the Premises shall be in untenable condition, nor shall there be any abatement in Additional Rent nor Annual Base Rent if such damage is caused by an act or omission of Tenant.

In the event that forty (40%) percent or more of the rentable square feet of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein and that the Premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice delivered to Tenant within ninety (90) days after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the Lease Term shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord.

If the Premises are destroyed or damaged during the last twenty four (24) months of the Lease Term and the estimated cost of repair exceeds ten percent (10%) of the Annual Base Rent then remaining to be paid by Tenant for the balance of the term, Landlord may at its option cancel and terminate this Lease as of the date of occurrence of such damage by giving notice to Tenant of its election to do so within thirty (30) days after the date of occurrence of such damage. If Landlord shall not so elect to terminate this Lease, the repair of such damage shall be governed by other provisions of this Section.

In the event of any reconstruction of the Premises under this Section, Landlord's obligation with regard to said reconstruction shall be only to the extent of Landlord's original obligation to construct the Premises pursuant to this Lease. Tenant, at its sole cost and expense, shall be responsible for all repairs and restorations in excess of that required of Landlord, such that the Premises shall be restored to its improved condition prior to such destruction. Tenant shall additionally be responsible for the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Tenant shall commence the installation of fixtures, equipment, and stock in trade promptly upon redelivery to it of possession of the Premises and shall diligently prosecute such installation to completion.

Upon any termination of this Lease under any of the provisions of this Section, each party shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to the Landlord except for items which have theretofore accrued and are then unpaid and for such of the other obligations of Tenant as are expressly provided herein to survive the termination of this Lease, for which Tenant shall remain liable to Landlord.

Section 15

SECTION 15.1 NET LEASE—Tenant acknowledges and agrees that it is intended that this is a net lease that is completely without cost or obligation to the Landlord, except as expressly set out in this Lease; that the Landlord is not responsible during the term for any costs, charges, expenses, or outlays of any nature, whatsoever, arising from or relating to the Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (except only to any specific extent expressly set forth herein), and the Tenant shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the Premises except as expressly set out in this Lease.

Section 16

SECTION 16.1 SIGNS—Tenant will comply with attached Landlord's signage criteria (**Exhibit "C"**). Tenant shall not purchase and or / erect or install any exterior or interior window or door signs or window or door lettering or placards (other than as required by regulatory agencies), pylon sign or signs of any kind whatsoever without the previous written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant agrees that it will, at its own expense, install an exterior lighted sign or signs in a place on the Premises to be designated by Landlord, which sign(s) will advertise Tenant's Trade name or type of business, in the form or design that has been approved in writing by Landlord. Tenant shall use a sign company reasonably approved by Landlord for the performance of such work. Tenant agrees to keep its exterior lighted sign(s) lit to at least 11:00 p.m. during dusk or night or to such later hour as requested by Landlord on all days of the year. Tenant further agrees that any such signs, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved by Landlord shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the section of the Shopping Center within which the Premises is located. Upon receipt of notice from Landlord advising Tenant that Landlord intends to renovate, repair or in any way modify or alter the front or facade of the building in which the Premises are located, Tenant agrees that it will promptly remove its store sign if necessary to facilitate such work and will keep such sign removed during the course of such renovations, repairs, modifications or alterations. Tenant is responsible for the removal of and/or the cost of removing, all of Tenant's signage including but not limited to pylon signage, building façade signage, window lettering and any other signage related to Tenant's business prior to the expiration or earlier termination of this Lease. Tenant shall, prior to the expiration or earlier termination of the Lease, repair any damage to the Premises, the Shopping Center or the signage structure caused by such removal and replace its panel on any pylon sign with a white or other replacement panel designated by Landlord; such obligation expressly survives the termination or expiration of the Lease.

Section 17

SECTION 17.1 DEFAULT—This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed as set forth in this Lease. The following shall each be deemed to be an "Event of Default" (each of which is sometimes referred to as an "Event of Default" in this Lease):

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(a) The failure by Tenant to promptly pay one or more installments of the Annual Base Rent or any Additional Rent including but not limited to Operating Costs within five (5) days after written notice from Landlord that such payment is delinquent;

(b) The failure of Tenant to observe or perform any of the covenants, terms or conditions set forth in this Lease, or to abide by, comply with or conform to any environmental, health, building, zoning or other governmental law, rule, regulation or ordinance within fifteen (15) days of the date such covenants, terms or conditions or such compliance were to be performed;

(c) The failure of Tenant to observe or perform any rules and regulations now or hereafter imposed by Landlord.

(d) The estate created in Tenant is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation continues for a period of thirty (30) days), or Tenant makes an assignment for the benefit of creditors or admits in writing that it cannot meet its obligations as they become due or is adjudicated bankrupt, or Tenant institutes any proceedings under any federal or state insolvency or bankruptcy law as the same now exists or under any amendment thereof which may hereafter be enacted or under any other act relating to the subject of bankruptcy wherein the Tenant seeks to be adjudicated bankrupt, or to be discharged of its debts, or to elect a plan of liquidation, composition or reorganization, or should any voluntary or involuntary proceedings be filed against or by Tenant.

SECTION 17.2 LANDLORD'S REMEDIES – Landlord may treat any Event of Default as a breach of this Lease. In addition to any and all other rights or remedies of Landlord in this Lease or by law or in equity provided, Landlord shall have the following rights and remedies if there shall occur any Event of Default:

(a) Landlord may cancel and terminate this Lease and dispossess Tenant;

(b) Landlord, at Landlord's option, may elect to enter and repossess the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in reletting, including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees through all appellate levels and post-judgment proceedings, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency immediately upon demand therefor, notwithstanding Landlord may have received periodic rental in excess of the periodic rental stipulated in this Lease in previous or subsequent rental periods, and Landlord may bring an action therefore as such deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining Lease Term, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let in any event. The Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said Premises in excess of the Rent provided in this Lease; and/or

(c) To retake possession of the Premises from Tenant by summary proceedings or otherwise; and

(d) Landlord may without terminating or canceling this Lease declare all amounts and Rents due under this Lease for the remainder of the Lease Term (or any applicable extension or renewal thereof) to be immediately due and payable, and thereupon all Rents due hereunder shall be accelerated and Landlord may commence action immediately thereupon and recover judgment therefor.

(e) Landlord shall have the right to obtain injunctive and declaratory relief, temporary and/or permanent, against Tenant or any acts, conduct or omissions of Tenant, and to further obtain specific performance of any term, covenant or condition of this Lease. Additionally, Landlord may give notice to Tenant by oral telephonic communication, in its discretion.

(f) Landlord, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise, and the Tenant hereby waives any and all claim against Landlord for loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts. In connection therewith, Tenant hereby pledges and assigns unto the Landlord all the furniture, fixtures, goods, chattels, inventory, merchandise, and other personal property which shall or may be brought or put into the Premises as security for the payment of the Rent herein reserved, and the Tenant agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the Landlord, and Tenant hereby agrees to pay attorney's fees through all appellate levels and post-judgment proceedings and costs in connection with any legal proceedings instituted against said personal property. In this regard, to the extent Landlord subordinates its rights under this Lease to the rights of any lien holder of any personal property, furniture, fixtures or equipment furnished to Tenant in connection with its use or occupancy of the Premises, said subordination shall not relinquish any lien rights which Landlord may have to said personal property or to any other personal property, furniture, fixtures or equipment located in the Premises. It is the intention of the parties that any subordination by Landlord to any lien holder or owner of any personal property furnished to Tenant in connection with its use or occupancy of the Premises shall only relate to such property, and shall maintain in Landlord a second lien subordinate only to that particular lien to which Landlord, in writing, subordinates its rights under this Lease. Tenant shall pay Landlord's attorney's fees and costs including attorney's fees and costs, through all appellate levels and post-judgment proceedings, incurred by Landlord as a result of an Event of Default by Tenant.

(g) To the extent permitted by law, Tenant waives notice of reentry or institution of legal proceedings and any right of redemption, reentry or repossession. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless notice of such intention is given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous Event of Default. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.



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(h) Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon as provided in section 40.1 hereof from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this clause (h) and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in this clause (h) without any notice to Tenant if Landlord, in its good faith judgment, believes it or the Premises would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

(i) Exercise any other legal or equitable right or remedy which it may have.

SECTION 17.3 LANDLORD'S REMEDIES ARE CUMULATIVE - Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to it under any law now or hereafter in effect. It is expressly agreed that the forbearance on the part of the Landlord in the institution of any suit or entry of judgment for any part of the Rent herein reserved to the Landlord, shall in no way serve as a defense against nor prejudice a subsequent action for such Rent. The Tenant hereby expressly waives Tenant's right to claim a merger or waiver of such subsequent action, in any, previous suit or in the judgment entered therein. Furthermore, it is expressly agreed that claims for liquidated Annual Base Rent may be regarded by the Landlord, if it so elects, as separate and independent claims capable of being separately assigned.

SECTION 17.4 SUBORDINATION AND ATTORNMEN - Tenant hereby subordinates its rights hereunder to the lien of any ground or underlying leases, any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the property and the Shopping Center of which the Premises are a part, upon the Common Areas and any buildings hereafter placed upon the property of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, but Tenant agrees upon request of Landlord, from time to time, to promptly execute and deliver any and all documents evidencing such subordination, and failure to do so shall constitute an Event of Default under this Lease. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the Landlord covering the Premises, the Shopping Center, or the Common Areas, or in the event a deed is given in lieu of foreclosure of any such mortgage, Tenant shall attorn to the purchaser, or grantee in lieu of foreclosure, upon any such foreclosure or sale and recognize such purchaser, or grantee in lieu of foreclosure, as the Landlord under this Lease.

Section 18

SECTION 18.1 UTILITIES - Tenant shall be solely responsible for and promptly pay all charges for water, gas, electricity, garbage collection, sewage disposal or any other utility used or consumed in the Premises which are separately metered. If any such charges are not paid when due, Landlord may consider this an Event of Default and Landlord may, at its option, pay the same, and any amount so paid by Landlord shall thereupon become immediately due to Landlord from Tenant as Additional Rent. Landlord shall have the right to require Tenant to obtain and install for the Premises, separate metering of any utility serving the Premises, and Tenant agrees to make payment directly to the utility company providing such service for all such separately metered utilities. In the event that any utility is provided to the Premises in common with other areas of the Shopping Center and without separate metering therefore, Tenant agrees to pay its equitable share of the cost of such utilities, as such shares shall be reasonably determined by Landlord, taking into account the relative square footage of the areas served by such utility, and the intensity of use being made of such areas. Notwithstanding the foregoing requirements with respect to the installation of a separate meter, Landlord acknowledges that a separate electrical meter is presently installed in the Premises. Should Landlord elect to supply the water, gas, electricity or any other utility used or consumed in the Premises, Tenant agrees to purchase and pay for the same as Additional Rent at the applicable rates filed by the Landlord with the proper regulatory authority. In no event, however, shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises. Tenant shall not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitute a portion.

Tenant shall be permitted to install internet/cable services to the Premises. Landlord shall not unreasonably withhold consent to such installation and shall not require fee sharing on such internet/cable service.

SECTION 18.2 SERVICES - Tenant shall be solely responsible for and shall promptly pay all charges for garbage and trash removal. In the event Landlord agrees or decides to supply any of the above utility services, or such other services, Tenant agrees to purchase and pay for the same as Additional Rent at the applicable rates charged by the other company or entity furnishing said service. In the event any garbage or refuse of Tenant causes any offensive noise or odors, as determined by Landlord's sole and absolute discretion, Tenant shall immediately abate said offensive noise or odor and remedy same to the satisfaction of Landlord. In the event Tenant fails to do so within ten (10) days after notice therefore by Landlord, Landlord may elect to treat such failure as an Event of Default under this Lease or may elect to use whatever means necessary to abate said offensive noise or odor or condition with the cost therefore being paid for by Tenant forthwith upon demand by Landlord. Landlord will provide garbage and refuse collection and all tenants are required to place all garbage and trash in Landlord's dumpsters, and Tenant will pay its proportionate share of the cost of garbage removal.

Landlord and Tenant shall not permit any obstructions or merchandise in such areas. Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown thereon, and the expense of any breakage, stoppage or damage resulting from a violation of this Section shall be borne by Tenant, who, may have caused or whose employees, agents or invitees shall have caused it.

Section 19

SECTION 19.1 RENEWAL OPTION AND RENEWAL PERIOD - Tenant shall have the option to renew this Lease ("Renewal Option") only if a Renewal Period is set forth in section 1.1(o) and at least one remains unused/unapplied; and if Tenant does not have



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pending any properly noticed and uncured default, whether or not any applicable cure period has elapsed, as of the date one hundred eighty (180) days prior to end of the then-current Lease Term. If the foregoing terms have been satisfied, this Lease shall automatically renew for the next Renewal Period unless Tenant has provided a notice of its election to not renew the Lease, which shall be delivered to the Landlord in writing in the manner described in section 28.1 of this Lease at least two hundred seventy (270) days, but not more than three hundred sixty (360) days, prior to end of the then-current Lease Term. The parties acknowledge and agree that each may rely on this automatic renewal becoming effective, without the requirement of any further notices or documentation, for any and all purposes; specifically acknowledging that a failure to honor such automatic renewal could foreseeably result in a substantial economic harm to one or both parties.

The Annual Base Rent for the Renewal Period(s) will be as stated in section 1.1(i), including increases defined therein. If there is not an increase stated in section 1.1(i), then the Annual Base Rent shall increase by \$1.00 per square foot per year every year. Annual Base Rent increases will occur each year and every year thereafter on the anniversary of the Lease (the Adjustment Date). The adjustments shall become effective automatically. Failure of Landlord to automatically increase the Annual Base Rent on the Adjustment Date shall not operate as a waiver or forfeiture of said right. Tenant will pay any additional Annual Base Rent due for prior months immediately upon demand and thereafter will pay the adjusted Annual Base monthly rent as required hereunder.

Except as otherwise stated in this section 19.1, the terms of Lease during the Renewal Period shall be upon the same terms and conditions as during the prior Term hereof.

Section 20

SECTION 20.1 EXPIRATION OF LEASE TERM—At the expiration of the tenancy hereby created, Tenant shall surrender and deliver to Landlord, the Premises with Tenant's leasehold improvements in place (broom clean, free of personal property and furniture, trade fixtures and equipment, debris or garbage, in good order, condition and state of repair), reasonable wear arising from Tenant's permitted use of the Premises as specified herein excepted, and Tenant shall surrender all keys for the Premises to Landlord. Tenant shall remove all of its trade fixtures, building signs, pylon signs and shall repair any damage to the Premises, building or pylon sign, caused thereby except only that, in addition to the reasonable wear and tear permitted herein, Tenant shall not be obligated to repair cosmetic, minor damage such as marks from the removal of Tenant's pictures, wall hangings, and similar decorative displays and signs. Any signage removed by or on behalf of Tenant shall be performed by a licensed sign company approved by Landlord with adequate insurance as determined by Landlord and a blank panel approved by Landlord shall be installed in lieu of any pylon panels being removed. Tenant shall secure Landlord's approval as to the sign company performing such removal and as, applicable, the fabrication and installation of the sign panel and at Landlord's election, Landlord may elect to hire the sign company to remove Tenant's signs and deduct the cost thereof from Tenant's Security Deposit. Tenant's trade fixtures not timely removed as required hereinabove remaining upon the Premises upon the expiration or termination of this Lease shall be deemed abandoned and become the property of Landlord. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term. Tenant waives the necessity of any notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given.

SECTION 20.2 ABANDONMENT OF PREMISES—Upon the Tenant's abandonment of the Premises, Landlord may enter upon said Premises as the agent of the Tenant by force or otherwise, without being liable in any way, and re-let the Premises with or without any furniture that may be therein, as the agent of the Tenant, at such price and upon such terms and for such duration of time as the Landlord may determine and Landlord may receive the rent for such re-letting and apply the same to the delinquent balance of Rent and other Additional Rent due from the Tenant; and if the full Annual Base Rent and other Additional Rents herein provided shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the Tenant shall pay any deficiency without Landlord waiving any of its other remedies under the Lease or that it may have pursuant to Florida law. Landlord and Tenant agree that, for the purposes of this Lease, abandonment of the Premises shall have occurred if the Landlord has actual knowledge that the Tenant has abandoned the Premises or (i) the Landlord reasonably believes that the Tenant has been absent from the Premises for a period of fifteen (15) days, and (ii) the Annual Base Rent or Additional Rent is not current and (iii) ten (10) days have elapsed since service of the statutory notice in writing by the Landlord upon the Tenant requiring payment of Rent or the possession of the Premises.

Section 21

SECTION 21.1 EFFECT OF TENANT'S HOLDING OVER—Tenant shall indemnify, defend, save and hold harmless Landlord and the Landlord Indemnified Parties against all costs, claims, loss or liability, suits, fines, penalties, demands, claims, expenses, actions, proceedings and losses of whatever nature resulting from any delay by Tenant surrendering the Premises upon expiration of the Lease Term, including, without limitation, any claims made by any succeeding tenant founded on such delay and any attorney's fees, consultant's fees and court costs through all appellate levels and post judgment proceeds and disbursement incurred by Landlord. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely to surrender possession of the Premises as aforesaid will be substantial, will exceed the amount of the Annual Base Rent and Additional Rent theretofore payable hereunder, and an accurate measurement will be impossible. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord on the date of the expiration or earlier termination of this Lease, then, unless Landlord shall have consented to Tenant's holding over, Tenant shall, in addition to the foregoing sums, pay Landlord as liquidated damages for each month and for each portion of any month prorated on a daily basis, during which Tenant holds over in the Premises after expiration or termination of the Lease Term without consent, a sum equal to 125% of the Annual Base Rent and the Additional Rent which was payable per month under this Lease during the last month of the Lease Term. Any personal property remaining in the Premises after the expiration or earlier termination of the Lease shall be deemed to be abandoned property at the option of Landlord. The aforesaid provision of this Section shall survive the expiration or earlier termination of this Lease.

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Section 22

SECTION 22.1 LANDLORD'S CONSENT – Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Landlord may be granted by Landlord in its sole discretion. In any instance in which Landlord agrees not to act unreasonably, Tenant hereby waives any claim for damages against or liability of Landlord which is based upon a claim that Landlord has unreasonably withheld or unreasonably delayed any consent or approval requested by Tenant, and Tenant agrees that its sole remedy shall be an action or proceeding to enforce any declaratory judgment. If with respect to any required consent or approval Landlord is required by the express provisions of this Lease not to unreasonably withhold or delay its consent or approval, and if it is determined in any such proceeding referred to in the preceding sentence that Landlord acted unreasonably, the requested consent or approval shall be deemed to have been granted; however, Landlord shall have no liability whatsoever to Tenant for its refusal or failure to give such consent or approval. Tenant's sole remedy for Landlord's unreasonably withholding or delaying, consent or approval shall be as provided in this section 22.1.

Section 23

SECTION 23.1 BROKER'S COMMISSION – Tenant warrants and represents that, to Tenant's knowledge, there is no real estate broker or salesperson involved in this Lease other than European Equities Corporation who represents Landlord and the broker indicated in section 1.1(s), if any, who represents Tenant ("Brokers") and that Tenant has had no dealing with any real estate broker or salesperson in the negotiation of this Lease other than the Brokers. Tenant agrees to indemnify, defend, save and hold harmless Landlord and the Landlord Indemnified Parties from and against any claims for fees or commissions from anyone, other than the Brokers, with whom Tenant has dealt in connection with the Premises or this Lease. Landlord agrees to pay any commission or fee owing to the Brokers pursuant to Landlord's separate agreement with such Brokers.

Section 24

SECTION 24.1 TIME OF ESSENCE – Except as expressly provided herein, time is of the essence of this Lease. There is no excuse for Tenant's failure to promptly pay Rent required under by the terms of this Lease nor shall any of Tenant's time periods for performance or for exercise of any of Tenant's rights be extended.

Section 25

SECTION 25.1 RECORDING PROHIBITED – Tenant agrees not to record this Lease or any, memorandum hereof but Landlord may record this Lease or a memorandum hereof at its sole election.

Section 26

SECTION 26.1 WAIVER OF HOMESTEAD – The Premises is intended exclusively for commercial, non-residential use. As such, Tenant hereby waives and renounces for himself, his family, his successors and assigns any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other state, or of the United States, as against the payment of rent or any portion thereof, or any other obligation or damage that may accrue under the terms of this Lease.

Section 27

SECTION 27.1 LEASE BINDING UPON SUCCESSORS – This Lease shall inure to the benefit of and be binding upon Landlord, its successors, legal representatives and assigns, and shall be binding upon Tenant, its heirs, successors, legal representatives and assigns.

Section 28

SECTION 28.1 NOTICES – Except as otherwise specifically provided herein to the contrary, all notices, demands or other writings in this Lease provided to be given, made or sent by either party hereto to the other shall be deemed to have been given, if made in writing and delivered in person or by a recognized overnight courier service (including, without limitation, Federal Express or UPS) or deposited in the United States mail certified or registered, return receipt requested and postage prepaid and addressed to the parties at their respective last known post office addresses or with respect to Tenant, at the Premises. The address to which any notice, demand or other writing may be given, made or sent to either party may be changed by written notice given by such party as above provided.

Section 29

SECTION 29.1 WAIVER – No references to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. The failure of, or delay by, Landlord in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option reserved, shall not be construed as a waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy. The receipt by Landlord of Rent, shall not be a waiver of any other Rent then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed a waiver by Landlord of any of the provisions hereof, or of any of Landlord's rights, remedies, privileges or options hereunder. No



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waiver by Landlord of any breach by Tenant under this Lease or any breach by any other tenant under any other lease of any portion of the Shopping Center shall affect or alter this Lease in any way whatsoever.

Section 30

SECTION 30.1 APPLICABLE LAW –This Lease and the rights and obligations of the parties hereto are governed by the laws of the State of Florida. The parties hereby agree that a substantial portion of the negotiations and anticipated performance of this Lease occurred in Pinellas County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease shall be brought in the courts of record of the State of Florida in Pinellas County or the United States District Court, Middle District of Florida. Each party consents to the jurisdiction of such court in any civil action or legal proceeding and waives any objection to the laying of venue of such action or proceeding in such court.

Section 31

SECTION 31.1 CORPORATE TENANTS –In the event the Tenant hereunder is a corporation, the persons executing this Lease on behalf of the Tenant hereby covenant and warrant that: the Tenant is a duly constituted corporation qualified to do business in Florida; all Tenants franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

Section 32

SECTION 32.1 LIQUIDATED DAMAGES AND ATTORNEYS FEES –When liquidated damages are specified anywhere in this Lease, it is understood and agreed that said sum is to be paid to Landlord because Landlord's actual damages will be difficult or impossible to ascertain with accuracy. If either party hereto brings any action to enforce rights under this Lease, whether judicial, administrative, or otherwise, the prevailing party in that action shall be entitled to recover from the other party all fees and court costs incurred, including reasonable attorneys' fees, through all appellate levels and post-judgment proceedings, whether such costs and fees are incurred out of court, at trial, on appeal or in any bankruptcy proceeding. Notwithstanding the foregoing, with respect to the reimbursement of reasonable attorneys' fees in an eviction action, Tenant shall reimburse Landlord the greater of (i) the foregoing reasonable attorneys' fees or (ii) \$1,500.00.

Section 33

SECTION 33.1 EXECUTION OF LEASE –Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery hereof does not constitute an offer to Tenant or an option to lease the Premises. This Lease shall not be effective until a copy executed by both Landlord and Tenant is delivered to Tenant.

Section 34

SECTION 34.1 UNAVOIDABLE DELAYS –In the event Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of Landlord, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay.

Section 35

SECTION 35.1 SEVERABILITY –If any term or provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

Section 36

SECTION 36.1 ENTIRE AGREEMENT –This Lease and the Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and the Shopping Center and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. Neither Landlord nor Landlord's agents have made nor shall be bound to any representations with respect to the Premises, the Shopping Center or the Common Areas except as herein expressly set forth, and all representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

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Section 43

SECTION 43.1 GOVERNMENTAL REQUIREMENTS –Tenant shall not do, and shall not permit persons within Tenant's control to do, any act or thing in or upon the Premises which will invalidate or be in conflict with the certificate of occupancy for the Premises or violate any other zoning ordinances, and rules and regulations of governmental or quasi-governmental authorities having jurisdiction over the Premises (the "Requirements"). Tenant shall, at Tenant's sole cost and expense, take all action, including any required alterations necessary to comply with all Requirements (including, but not limited to, applicable terms of the Florida Building Code and the Americans With Disabilities Act of 1990 (the "ADA"), each as modified and supplemented from time to time) which shall impose any violation, order or duty upon Landlord or Tenant arising from, or in connection with, the Premises, Tenant's occupancy, use or manner of use of the Premises (including, without limitation, any occupancy, use or manner of use that constitutes a "place of public accommodation" under the ADA), or any installations in the Premises, or required by reason of a breach of any of Tenant's covenants or agreements under this Lease, whether or not such Requirements shall now be in effect or hereafter enacted or issued, and whether or not any work required shall be ordinary or extraordinary or foreseen or unforeseen at the date hereof. Notwithstanding the preceding sentence, Tenant shall not be obligated to perform any alterations necessary to comply with any Requirements, unless compliance shall be required by reason of (i) any cause or condition arising out of any alterations or installations in the Premises (whether made by Tenant or by Landlord on behalf of Tenant), or (ii) Tenant's particular use, manner of use or occupancy on behalf of Tenant of the Premises, or (iii) any breach of any of Tenant's covenants or agreements under this Lease, or (iv) any wrongful act or omission by Tenant or persons within Tenant's control, or (v) Tenant's use or manner of use or occupancy of the Premises as a "place of public accommodation" within the meaning of the ADA. Tenant's liability under this section 43.1 is for the Premises, it being understood that Landlord retains the responsibility for ADA compliance for the Common Areas.

SECTION 43.2 HAZARDOUS MATERIALS –Tenant covenants and agrees that Tenant shall, not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any "Hazardous Materials" (which term shall mean any biologically or chemically active or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. § 6010, et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601, et seq., any "toxic pollutant" under the Clean Water Act, 33 U.S.C. § 466 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq., and any hazardous or toxic substances or pollutant regulated under any other Requirements). Tenant shall agree to execute, from time to time, at Landlord's request, affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials in, on, under or about the Premises or the Shopping Center. Tenant shall indemnify, defend, save and hold harmless Landlord and Landlord's Indemnified Parties from and against any fines, suits, procedures, losses, costs, damages, liabilities and expenses (including attorneys' fees and court costs, through all appellate levels and post-judgment proceedings and disbursements) arising by reason of any handling, storage, use, deposit, spill, discharge or other release of Hazardous Materials, clean up, removal, remediation, detoxification action or any other activity required or recommended of Landlord or any of Landlord's agents by any governmental authority by reason of the presence in or about the Premises, the Shopping Center or any adjacent properties of any Hazardous Materials, as a result of or in connection with the act or omission of Tenant or persons within Tenant's control or the breach of this Lease by Tenant or persons within Tenant's control. The foregoing covenants and indemnity shall survive the expiration or any termination of this Lease. If Tenant shall receive notice of any violation of, or defaults under, any Requirements, liens or other encumbrances applicable to the Premises, Tenant shall give prompt notice thereof to Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business and if the failure to secure such license or permit would, in any way, affect Landlord or the Premises, then Tenant, at Tenant's expense, shall promptly procure and thereafter maintain, submit for inspection by Landlord, and at all times comply with the terms and conditions of, each such license or permit.

Tenant, shall, at Tenant's own expense make all submissions and provide all information required by and comply with all requirements of all governmental authorities. Should any authority or any third party demand that a cleanup plan be prepared or undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Lease Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, Tenant shall, at Tenant's own expense, and by remediation and disposal contractor(s) approved by Landlord shall prepare and submit the required plans and all related bonds and other financial assurances required by the governmental authorities and Tenant shall carry out all such cleanup plans and by licensed and insured remediation companies approved by Landlord with insurance coverage approved by Landlord.

Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Materials requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section within thirty (30) days following Landlord's request, or within the time frame requested by any other authority, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents and provide all materials Landlord deems necessary or appropriate to determine the applicability of any federal state or local laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request, and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent within thirty (30) days of request therefor. No such action by Landlord and no attempt by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenants obligations or Landlord's rights under this Section.

Tenant's obligations and liabilities under this Section shall survive the expiration or other termination of this Lease.

Section 44

SECTION 44.1 AMENDMENT BY LANDLORD –Landlord shall have the right at any time, and from time to time, to amend unilaterally the provisions of this Lease if Landlord is advised by its counsel that all or any portion of the Rent paid by Tenant to Landlord hereunder is, or may be deemed to be, unrelated business taxable income within the meaning of the United States Internal Revenue Code or regulations issued thereunder, and Tenant agrees that it will execute all documents necessary to effect any such amendment, provided that no such amendment shall increase Tenant's payment obligations or other liability under this Lease nor reduce Landlord's obligations hereunder.

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Section 45

SECTION 45.1 LANDLORD'S LIABILITY – The term "Landlord," as used in this Lease, shall mean only the owner or owners, at the time in question, of the fee title to the Property. In the event of any transfer of such title or interest, Landlord as named in this Lease (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to the above, be binding on Landlord's successors and assigns, only during their respective periods of ownership. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or the individual partners, shareholders, directors, officers, members, and property managers ("Landlord Parties"), and Tenant shall look solely to Landlord's then existing interest in the Building, and to no other assets of Landlord, for satisfaction of any liability arising out of or in connection with this Lease, the relationship of Landlord and Tenant, or Tenant's use of the Premises, and will not seek recourse against the Landlord Parties, or any of their personal assets for such satisfaction. No other properties or assets of Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant, or Tenant's use of the Premises.

Section 46

Intentionally deleted

Section 47

SECTION 47.1 RELOCATION – Landlord shall have the absolute right, at any time upon not less than sixty (60) days' notice to Tenant, to relocate Tenant into other space within the Shopping Center. Upon such relocation, such new space shall be deemed the Premises and the prior space originally demised shall in all respects be released from the effect of this Lease. If Landlord elects to relocate Tenant as above described (i) the new space shall contain approximately the same as, or greater usable area than the original space, (ii) Landlord shall improve the new space, at Landlord's sole cost, to at least the standards of the original space, (iii) Landlord shall pay the reasonable costs of moving Tenant's trade fixtures and furnishings from the original space to the new space, (iv) all other terms of this Lease shall apply to the new space as the Premises, except as otherwise provided in this Section. The Rent commencement date for the relocation premises will become effective fifteen (15) business days from the date Tenant receives written notification from Landlord that the relocation premises are ready for occupancy. If Tenant is unable to relocate within such five (5) day period, Tenant will be responsible to pay Annual Base Rent and Additional Rent for both spaces (i.e., the original Premises and the relocation premises).

Section 48

SECTION 48.1 ACCORD AND SATISFACTION – No payment by Tenant or receipt by Landlord of a lesser amount than the Annual Base Rent or Additional Rent to be paid shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any, endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. No acceptance of any Rent by Landlord shall constitute a waiver by Landlord of any, prior or subsequent Event of Default of Tenant, notwithstanding any knowledge of such Event of Default by Landlord at the time of receipt of such Rent.

Section 49

SECTION 49.1 RULES AND REGULATIONS – Tenant agrees to abide by Landlord's rules and regulations for the Shopping Center set forth in Exhibit "D" attached hereto and incorporated herein by this reference, as such rules and regulations may be modified by Landlord from time to time. Tenant agrees that it will instruct its employees to park in the area designated by Landlord as the employees parking area and Tenant will not permit its employees to park in any area of Shopping Center other than that designated by Landlord as employees parking area. Tenant acknowledges that he/she has received a copy of the Shopping Center Rules and Regulations. Tenant shall be responsible for the compliance of such rules and regulations by its employees, agents, customers and invitees.

Section 50

SECTION 50.1 NO THIRD PARTY BENEFICIARIES – Nothing contained in this Lease shall be construed so as to confer upon any person or entity the right, of a third party beneficiary except rights contained herein for the benefit of a mortgagee.

Section 51

SECTION 51.1 CONFIDENTIALITY – Tenant will maintain the confidentiality of this Lease and will not divulge the economic or other terms of this Lease, whether verbally or in writing, to any person, other than Tenant's officers, directors, partners or shareholders; Tenant's attorneys, accountants and other professional consultants; any governmental agencies; and pursuant to subpoena or other legal process.



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Section 52

SECTION 52.1 RADON GAS –Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 53

SECTION 53.1 WAIVERS BY TENANT –Tenant expressly waives all of the following; (a) the requirement under Chapter 83.12 of the Florida Statutes that the plaintiff in his distress for rent action file a bond payable to the Tenant in at least double the sum demanded by the plaintiff, it being understood that no bond shall be required in any such action; (b) the right of Tenant under Chapter 83.14 of the Florida Statutes to replevy distrained property; and (c) any rights it may have in the selection of venue in the event of suit by or against Landlord, it being understood that the venue of such suits shall be in Pinellas County, Florida.

Section 54

SECTION 54.1 WAIVER OF JURY TRIAL –LANDLORD AND TENANT SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, WHETHER DURING OR AFTER THE TERM, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE. IF LANDLORD SHALL COMMENCE ANY SUMMARY PROCEEDING AGAINST TENANT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING (UNLESS FAILURE TO IMPOSE SUCH COUNTERCLAIM WOULD PRECLUDE TENANT FROM ASSERTING IN A SEPARATE ACTION THE CLAIM WHICH IS THE SUBJECT OF SUCH COUNTERCLAIM), AND WILL NOT SEEK TO CONSOLIDATE SUCH PROCEEDING WITH ANY OTHER ACTION WHICH MAY HAVE BEEN OR WILL BE BROUGHT IN ANY OTHER COURT BY TENANT OR LANDLORD.

SECTION 54.2 PATRIOT ACT –

- (a) **Certification** – Tenant certifies, represents, warrants and covenants that:
- (i) It is not acting and will not act, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and
 - (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.
- (b) **Indemnity** – Tenant hereby agrees to indemnify, defend, save and hold harmless Landlord and the Landlord Indemnified Parties from and against any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorney's and consultants' fees and court costs through all appellate levels and post-judgment proceedings and disbursements) arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants.

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European Equities Corp.

Standard Business Lease

Page 22 of 23

Tenant:

Rev. 03/15

Initials: Landlord:

DM

STANDARD BUSINESS LEASE

SECTION 55.1 **ELECTRONIC SIGNATURES.** Each party agrees that this Lease and any other documents related to the Lease may be executed electronically, by way of a digital signature provided by DocuSign (or such other digital signature provider as agreed to in writing by the parties), and that any electronic signatures appearing on this Lease or such other documents related to the Lease are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Intentionally deleted.

IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.



Exhibit "A"

Addendum to Standard Business Lease

This Addendum is incorporated into the Lease in its entirety and in the event of any inconsistency between the Lease and this Addendum, the terms of this Lease shall control.

- 1) **Landlord's Work/Condition of Premises** – Landlord shall deliver the Premises in "As Is" condition, except for any Landlord's Work defined Exhibit G herein completed. For any mutually agreed items, Landlord will provide plans to tenant for approval, and Tenant shall have five (5) days to object or request changes in writing and shall be deemed to have accepted such proposed plans if no timely objection or request is received. Tenant shall be responsible for all improvements not specifically required under Exhibit G and shall be responsible for any applicable permits associated with said improvements except that Landlord will be responsible for permits and plans for Landlord's Work. In the event Tenant does not acquire proper permits for construction work done in the Premises and a violation is issued, Tenant shall be responsible for any violations and/or penalties.
- 2) **Access to Premises by Landlord** - Landlord acknowledges that a significant portion of Tenant's business includes the sales of regulated products, with the requisite security as required and regulated by the Florida Department of Health. Landlord agrees to, except in cases of emergency, provide forty-eight (48) hours' notice to Tenant for access to the Premises and that Landlord and/or its representing agents must be accompanied by a representative of the Tenant to access the Premises due to the sensitive nature of the business.
- 3) **Delivery of Premises** – Tenant acknowledges that the Premises is currently occupied, with the current tenant in lease, but also indicating a willingness to vacate the Premises. Tenant acknowledges and agrees that Landlord shall have until May 31, 2023, to tender delivery of the Premises, and that the Lease shall commence upon latter of the first-stated Rent Commencement Date or the date of such tender. If Landlord has not tendered delivery of the Premises by May 31, 2023, either party may terminate the Lease by written notice to the other party. Such option to terminate this Lease for non-delivery shall expire upon tender of delivery by Landlord.
- 4) **Option to Terminate**. Tenant shall have the option to terminate this Lease and receive a refund of Tenant's Security Deposit (less any damages typically deducted from a security deposit), but not any prepaid rent, during the first one hundred eighty (180) days following the Delivery Date. To exercise this option, Tenant must notify Landlord in writing pursuant to the method of notice described in section 25 of this Lease, stating that Tenant wishes to terminate this Lease (the "Termination Notice"). Such Termination Notice must be delivered to the Landlord no later than the close of business on the one hundred eightieth (180th) day following the Delivery Date. Tenant must return the Premises in the condition required in section 20.1 of the Lease. If Tenant has not affirmatively exercised the option to terminate as above described, the option to terminate shall be deemed null and void.

* * *

EXHIBIT "B"
GUARANTY

THIS GUARANTY AGREEMENT, made and executed by Ruben Baerga, a resident of the State of Florida (individually and collectively, hereinafter called the "Guarantor");

WITNESSETH:

WHEREAS, [REDACTED] (hereinafter called the "Tenant"), and [REDACTED] (herein called the "Landlord") have entered into a certain Lease Agreement, dated on or about April 24, 2023 (herein called the "Lease"); and,

WHEREAS, in order to induce the Landlord to enter into the Lease, the undersigned Guarantor has agreed to guaranty the payment of all rents and charges, and the performance of all of Tenant's obligations, under the Lease.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by the Landlord, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. The undersigned, jointly and severally, do(es) hereby guarantee to the Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Premises, the due and punctual payment of all rent payable under the Lease, and each and every installment thereof, as well as the full and prompt and complete performance by the Tenant of each and all of the covenants, conditions and provisions in the Lease contained on the part of the Tenant therein to be kept, observed and performed, for the full term of the Lease and any extension thereof, with no less force and effect than if the undersigned were named as the Tenant in the Lease, and the undersigned, jointly and severally, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Lease. .
2. This Guaranty shall be absolute, continuing and unlimited, and the Landlord shall not be required to take any proceeding against the Tenant, or give any notice to the undersigned, before the Landlord has the right to demand payment or performance by the undersigned upon default by the Tenant. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of the Lease, or any subletting hereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by the Tenant, or by any forbearance or delay in enforcing any terms, conditions, covenants, or provisions of the Lease or any amendment, modification or revision of the Lease.
3. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant.
4. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant including, but not limited to, any release or discharge pursuant to any reorganization, readjustment, insolvency, receivership or bankruptcy proceedings.
5. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the Landlord.
6. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of the Landlord, its successors and assigns, and to any future owner of the fee of the Premises referred to in the Lease, and to any mortgagee on the fee interest of the Landlord in the Premises. Landlord may, without notice, assign this Guaranty in whole or in part.
7. The undersigned hereby expressly and knowingly waive(s) any right the undersigned may have to raise any defense to any obligations that Tenant could raise under the Lease, except for the defense of payment. The undersigned agrees that no modification of the terms of the Lease shall in anyway impair or affect the undersigned's obligations hereunder.
8. If either party hereto brings any action to enforce rights under this Guaranty, whether judicial, administrative or otherwise, the prevailing party in that action shall be entitled to recover from the losing party all fees and court costs incurred, including reasonable attorneys' fees for post judgment proceedings, whether such costs and fees are incurred out of court, at trial, on appeal, or in any bankruptcy proceeding.
9. If any term or provision of this Guaranty, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by applicable law.
10. Guarantor acknowledges that Guarantor is also the initial Tenant under the Lease; and acknowledges and agrees that upon assignment to any legal entity, the Guarantee shall remain in full force and effect unless Landlord release this Guarantee in writing.
11. This Guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.
12. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Guaranty or lessen the obligations of the Guarantor(s) hereunder.

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13. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THIS GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE,
14. Time is of the essence of this Guaranty.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty on 4/25/2023.

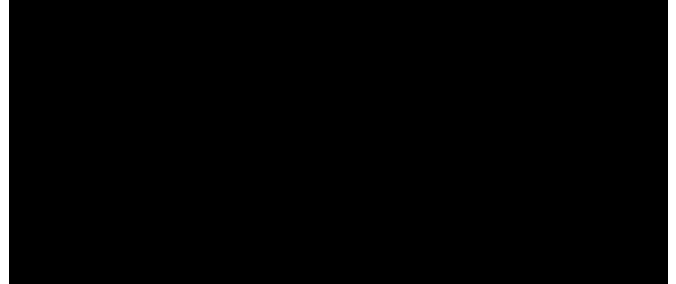


EXHIBIT "C"
SIGNAGE GENERAL REQUIREMENTS AND SPECIFICATIONS

- 1) All applications for sign approvals must be submitted to the Landlord for approval before fabrication. A copy of the following should accompany the proposed sign program:
- 2) Drawing of elevation and cross-section to scale and dimensioned and / or acceptable rendering showing the final appearance of the sign and its relation to the building containing the Premises ("Building"). The entire elevation of the Building, on which the sign is to be located, should also be shown.
 - a. Color chips sufficient to show the colors to be included as part of the sign.
 - b. Information as to location, size, color, shape, type and intensity of all sign lighting.
 - c. Approvals, conditional approvals or denials shall be in writing to the applicant and signed by the Landlord, who has final authority in all decisions.
- 3) Approval by Landlord in no way relieves the Tenant from the responsibility of obtaining a valid sign permit from the local governing authorities.
- 4) Tenant is responsible for any damage to Landlord's property resulting from the installation of this sign.
- 5) In no case shall flashing, moving or audible signs be permitted.
- 6) In no case shall the wording of signs describe the products sold, prices or any type of advertising except as part of the Tenant's trade name or insignia.
- 7) Pylon or pole signs will not be permitted. Painted lettering will not be permitted.
- 8) No signs of any sorts shall be permitted on canopy roofs, building roofs, parking lots or any place except as specifically allowed in this criteria and in the Lease.
- 9) Each Tenant shall be allowed two signs.
 - a. One outside storefront sign, maximum width shall not exceed 80% of the width of the storefront.
 - b. One inside storefront window sign not to exceed 36" high by 36" wide. Neon signs are permitted inside storefront with appropriate permits.
- 10) Exterior storefront signage must be a set of individual channel letters mounted on a raceway of a maximum depth of 7" and a maximum height of 7". Raceway color must match building stucco color.
- 11) All typefaces shall be either standard or condensed block style and must be in the same color.
- 12) Landlord will not allow individual logos or logotypes on the Building exterior unless it is a nationally registered logo and it is approved in writing by Landlord.
- 13) Individual capital letters shall have a maximum height of 30" and lower case height will follow suit for a single line of signage. For double line of signage letter size shall be 15" with a 6" space between lines of lettering.
- 14) All electrical signs shall bear the UL label and all electrical wiring and installation shall comply with the provisions of the South Florida Building Codes and any and all articles of the current national electric code.
- 15) Electrical service from electric panel to raceway sign is the responsibility of the Tenant.
- 16) No exposed conduit or tubing will be permitted. No physical modification to the Building will be allowed.
- 17) All metal fastening, bolts and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron of any type will be permitted.
- 18) No sign makers' labels or any other identification will be permitted on the exposed surface of signs, except those required by local ordinances which shall be located in an inconspicuous location.
- 19) No fluorescent-lighted boxes, cabinet signs, or individual letters allowed.
- 20) Signs, advertising and/or displays of any kind, whether individually or considered as a whole, regardless of location if visible from outside of the Premises, which in the sole opinion of the Landlord are detrimental to the Shopping Center shall be prohibited and shall be removed immediately upon notice from Landlord.
- 21) For tenants with storefront awnings, letters may be placed on the front of the awning. Colors and typefaces shall be accordingly to the color and style of awning. Tenant is responsible for restoring the awning to the original condition at the end of Lease Term.
- 22) Messages, which are usually long, may have to be in an abbreviated format. (I.e. "Mrs. Brown's Delicious Homemade Cookies and Candy" shall be abbreviated to "Cookies and Candy").
- 23) Storefronts are seen as a display area for tenants. Storage shelving or other forms of stacking will not be permitted in these areas.



- 24) Each tenant who has a non-customer door for receiving merchandise may have a plaque with the tenant's name on said door plaque shall be 18" by 6". Where more than one tenant uses the same door, each name store shall be placed below the first sign. Plaques are provided by Tenant and must be approved by Landlord.
- 25) Landlord reserves the right to require Tenant to relocate, change or replace signs in the event of remodeling or refurbishing and/or updating the facade of the Shopping Center. All expenses incurred shall be the responsibility of Landlord.
- 26) Tenant shall, for the consideration of Ten Dollars (\$10.00) receipt of which is hereby acknowledged, hold harmless the Landlord, agents and employees of the Landlord from and against any and all claims, damages, losses and expenses, including attorney's fees arising out of or resulting performance of the work by acts of the contractor or anyone directly or indirectly employed by the contractor.
- 27) **SIGN CONTRACTORS REQUIREMENTS** - Prior to initial entry into the Shopping Center and commencement of any work within the Premises or the installation of any signage as permitted hereunder Tenant's Contractors ("Contractor") shall provide Landlord with a certificate of insurance showing Landlord as an additional insured from companies satisfying the requirements of section 5.1Section 9.1 of the Lease in a minimum amount of \$1,000,000 / \$2,000,000 commercial general liability including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operation coverage, broad form property damage endorsement and contractor's protective liability coverage to afford protection with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence combined single limit / \$2,000,000 general aggregate (but not less than \$2,000,000 per location aggregate) and provide Landlord with a copy of the contractor's license for the county or city that the work is to be performed and worker's compensation insurance as required by state law of the Lease.

* * *



EXHIBIT "D"
SHOPPING CENTER RULES AND REGULATIONS

The following rules and regulations shall apply to Tenant's use of the Premises and the Shopping Center, and the appurtenances thereto:

- 1) Common Areas (sidewalks, halls, passages, exits, entrances, stairway, etc) shall not be obstructed or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Shopping Center. Landlord will retain the right to control and prevent access by all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety, character, reputation and interest of the shopping center and its tenants. Premises will not be used for lodging, storage or overnight parking.
- 2) The exterior areas immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions, merchandise, plants or any other item in such areas. All doors to the Premises must remain closed at all times.
- 3) The Premises will not be used for any business or activity other than the specifically provided in the Lease. Tenant shall not conduct any activity on or about the Premises or Shopping Center, which will draw pickets, demonstrators or the like.
- 4) Tenant is responsible for his or her own merchandise and property.
- 5) All loading and unloading of merchandise, supplies, materials, will be done in a manner that will not obstruct or permit the obstruction of the any areas commonly use by any other tenants, customers or maintenance personnel. All loading and unloading of goods shall be done at such times, in the areas, and through the entrances (rear door) designated for such purposes by Landlord. 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 Premises or Shopping Center.
- 6) All garbage and refuse shall be kept inside of the Premises until ready for placement in the manner and at the times and places specified by Landlord. All garbage and refuse must be placed in plastic garbage bags and tied at the top prior to placement in the designated containers. Tenant must separate recyclable items for placement in the appropriate recycle containers. Tenant must place all garbage inside the designated containers only and no garbage or refuse may be placed in any other area of the Shopping Center. Tenant agrees to break down all boxes, place all cardboard inside the cardboard recycle containers, and to close the dumpster gates securely after use. No garbage or trash may be stored outside of the premises or in the rear service alleys for any length of time whatsoever. A fine of \$50 will be levied against tenant for violation of this regulation. Tenant will also be responsible for the costs associated with removal of Tenant's garbage. Said fine and costs are considered Additional Rent and are payable upon receipt of Landlord's invoice.
- 7) Tenant will not use, keep or permit the use in the Premises or any other area of the Shopping Center any hazardous substance, toxic substance, noxious gas, inflammable or combustible fluids or materials.
- 8) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises without the prior written consent of Landlord.
- 9) **Pylon Sign Privilege**
 - a) If available, Tenant will have the option to place its sign on any pylon or monument signs at no additional fee. All applications for sign approvals must be submitted in writing to the Landlord for written approval before installation. Tenant will be responsible for production and installation costs of their sign.
 - b) Tenant must abide by the following guidelines to install the sign:
 - i) Provide Landlord with drawing to scale and dimensioned and / or acceptable rendering showing the final appearance of the sign and its relation to the pylon within Thirty (30) days after signing a Pylon Sign agreement, which may be incorporated into original Lease Addendum. The entire elevation of the pylon, on which the sign is to be located, with the size and color should also be shown.
 - ii) Landlord will present to Tenant contractor's estimate within Ten (10) days from receipt of rendering. Tenant must approve estimate within Ten (10) days following receipt of estimate. Landlord's contractor will install sign within Thirty (30) days from approval of estimate. If for any reason contractor is not able to install sign, Landlord shall notify Tenant of such delay.
 - iii) Tenant shall hold harmless the Owner, agents and employees of the Owner from and against any and all claims, damages, losses and expenses, including attorney's fees arising out of or resulting performance of the work by acts of the contractor or anyone directly or indirectly employed by the contractor.
 - iv) Multiple spots may be rented, with the same terms and conditions listed above.
- 9) No banners, placards, signs, window letterings, advertisements, flyers, balloons, decals or other such items may be placed in or on the Premises or anywhere in the Shopping Center without obtaining in each instance the prior written consent of Landlord. Any such item so installed without such written consent shall be subject to removal without notice at any time. No nails, hooks or screws shall be



driven or inserted in any part of the shopping center. All approved signs will be at the expense of the Tenant and installation must be by a licensed and insured contractor.

- 10) Tenant shall not make noise, cause disturbances, or create odors, which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, employees, servants, customers or invitees.
- 11) Tenant shall not permit loitering outside the Premises.
- 12) 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, 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.
- 13) All utilities including electricity, water & sewer and telephone are the responsibility of Tenant unless it is otherwise specified in the Lease.
- 14) Tenant is responsible for the cleaning of glass storefronts. In the event glass storefront is broken, Tenant shall replace it at Tenant's expense.
- 15) All locks are to be maintained by Tenant.
- 16) Tenant shall provide flooring surfaces and their maintenance.
- 17) Tenant will not make any alterations or improvements to the interior or exterior of Premises without advance approval from Landlord. All improvements shall be at Tenant's expense and if any improvements require Building Permits, Tenant must obtain said permits and provide copies to Landlord prior to commencing any work.
- 18) All attached equipment or fixtures within the Premises will become the property of the Landlord upon Lease termination due to Event of Default by Tenant.
- 19) Tenant at its sole cost, shall maintain the air conditioning/heating system unit(s) for the Premises in good condition and repair throughout the term of lease.
- 20) Intentionally deleted.
- 21) No vehicle shall be parked as a "billboard" vehicle.
- 22) Landlord will not be responsible for the lost or stolen personal property, valuables or auto theft from Tenant's Premises, public or Common Areas regardless of whether such loss occurs when the area is patrolled or locked against entry or not.
- 23) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial, satellite dish, antenna or other similar device 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 devices so installed without such written consent shall be subject to removal without notice at any time. No video games, vending machines of any kind or public telephones may be installed or placed in the Premises.
- 24) Tenant shall use at Tenant's cost a pest extermination service approved by the Landlord for the Premises at regular intervals.
- 25) Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

Landlord may modify the rules and regulations of the Shopping Center from time to time and Tenant agrees to abide by all rules and regulations of the Shopping Center as so modified in the future. These rules and regulations are in addition to and will not be construed to modify, alter or amend the Lease, in whole or in part. All capitalized terms not defined in this Exhibit shall have the meaning set forth in the Lease.

* * *



EXHIBIT "E"

EXISTING TENANTS' EXCLUSIVE RIGHTS AND RESTRICTIVE COVENANTS

None applicable to Tenant's stated use in section 1.1(m)



EXHIBIT "F"
ACH REQUEST FORM

Authorization for Automatic Bank Draft

Shopping Center: _____

Tenant: _____

Address: _____

Date each month: _____

(Funds will be taken out of your account each month on the same day of the month. If the day falls on a weekend, or holiday, the funds will be deducted the next business day.)

I, _____, authorize

_____ as landlord for the Business location referenced above, to automatically draft my bank account each month as detailed above for the monthly rent in accordance with the lease agreement.

Signature: _____

Date: _____

* * * ATTACH A VOIDED CHECK BELOW * * * *

Return form with voided check to:



EXHIBIT "G"

LANDLORD'S WORK

Landlord shall deliver the Premises "As Is" except for the zero (0) items list below, which are the exclusive list of Landlord's Work. All other work necessary for Tenant's use shall be Tenant Work.

None

It is the understanding of both Tenant and Landlord that all work and costs of such work not clearly stated in this Exhibit G above shall be the sole responsibility of the Tenant, including but not limited to flooring, painting, finishes (such as mirrors, trim, etc.), millwork, signage, trade fixtures and equipment and any custom work.

* * *

EXHIBIT "H"

SITE PLAN

119.071(3)



DELIVER TENDER AND TURNOVER CERTIFICATION

THIS DELIVERY TENDER AND TURNOVER CERTIFICATION (this "Certification") is attached to and made a part of that certain Lease Agreement dated April 25, 2023 (the "Lease") entered into by and between Triangle Capital Properties, LLC (the "Tenant"), and [REDACTED] a Florida limited liability company (the "Landlord") for the premises commonly known as [REDACTED] consisting of approximately 1,475 rentable square feet (the "Premises").

The Landlord has tendered possession of the Premises as of April 26, 2023 pursuant to the terms of the Lease. Based on the foregoing, the following dates are now established:

- **Lease Commencement Date:** April 26, 2023
- **Rent Commencement Date:** May 1, 2023
- **Expiration Date:** April 30, 2028.
- **Initial Monthly Rent:** [REDACTED] base rent, [REDACTED] of estimated operating expenses and [REDACTED] of sales tax, for a total of [REDACTED].

The following items are Tenant obligations upon Lease Commencement:

- **Initial Rent Payment:** *Received*
- **Security Deposit:** *Waived*
- **Certificate of Insurance:** Tenant to provide Landlord with a certificate of insurance with Landlord, property manager and broker listed as additional insureds. A sample is attached.

Landlord is providing this Certification as a courtesy to Tenant, to memorialize the foregoing information. Failure of Tenant to object to this Certification, in writing, within ten (10) days will be deemed acknowledgment. Docusign verification will be considered conclusive proof of this Certification. Tenant acknowledges and agrees that this Certification may be relied upon by Landlord, any mortgagee holding a mortgage encumbering the Property, and/or any purchaser of the Premises or any other parties providing services to the Premises or Landlord.

The Lease is in full force and effect without claim or setoff of any kind except as specifically stated in the Lease, and the Lease Commencement Date is established as beginning on the date described above.

[REDACTED]

ACKNOWLEDGED AND AGREED to by Tenant

[REDACTED]

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Must be dated

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your insurance company's information	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED Your name and address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Policy number(s) required	Date Required	Date Required	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> HIRED AUTO ONLY <input type="checkbox"/> NON-OWNED AUTO ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS LANGUAGE MUST BE INCLUDED IN THIS SECTION:

Certificate Holders are Additional Insureds.

No policy may be cancelled without prior written notice to the Certificate Holders of at least the greater of a) thirty (30) days or b) the minimum required pursuant to Florida Statutes.

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Must be signed

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ACORD 25 (2016/03)

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**LETTER OF ACKNOWLEDGEMENT FOR MEDICAL MARIJUANA
TREATMENT CENTER FACILITY**

I [REDACTED] the "Landlord"), owns land and property located at [REDACTED] [REDACTED] (the "Property"). I acknowledge that Triangle Capital, Inc., a Florida corporation (the "Applicant"), intends to apply for a license to operate a Medical Marijuana Treatment Center ("MMTC") facility for the dispensing of medical marijuana under Florida Statutes Section 381.986 (the "Statute"), and that they, Triangle Capital, Inc., have identified the Property as a location for its MMTC facility.

I, hereby acknowledge that the Applicant and I have entered into a Lease Agreement for the Property which the Applicant intends to use the property as a MMTC facility for the dispensing of medical marijuana in accordance with the Statute, and consent to the Applicant leasing the Property for the purpose of operating a MMTC facility.

Sincerely Acknowledged,

[REDACTED]

119.071(3)

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("**Lease**"), is made and entered into as of April 1, 2023 (the "**Effective Date**"), by and between [REDACTED] a Florida limited liability company, with a notice address of [REDACTED] ("**Landlord**") and [REDACTED] a Florida limited liability company with a notice address of [REDACTED] ("**Tenant**").

1. **PREMISES.** Landlord is the owner of that certain real property legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the "**Property**") and improvements thereon, including that certain building located at [REDACTED] deemed to contain **3,528 square feet** (the "**Building**"). In consideration of the mutual promises, covenants, and conditions herein set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term (defined below) of this Lease, the Property and the Building, collectively referred to in this Lease as the "**Premises**." Landlord and Tenant each agree that the square footage of the Building shall not be subject to remeasurement. Landlord represents, covenants and warrants that it is the owner of the Premises and has the full and unrestricted right to execute this Lease and demise the Premises to Tenant.

2. **TERM.** The "**Initial Term**" shall commence on the Commencement Date and expire on the last day of the month which is one hundred twenty (120) complete months after the Rent Commencement Date ("**Initial Lease Term**"). If the Rent Commencement Date occurs on a day that is other than the first (1st) day of a month, then the Initial Lease Term shall include such partial month and the following one hundred twenty (120) complete months. For purposes of this Lease, the word "**Term**" shall mean the Initial Term and any Extension Term (as defined in Section 2.4 below), and the "**Expiration Date**" shall mean the last day of the last Lease Year of the Term.

2.1 **DELIVERY.** The "**Commencement Date**" shall mean the date on which all of the following conditions (the "**Delivery Conditions**") have been satisfied, or waived by Tenant in writing: (a) Landlord has delivered exclusive possession and control of the Premises to Tenant in the condition required by this Lease.

2.2 **SCHEDULED DELIVERY DATE.** Landlord shall deliver the Premises to Tenant with all Delivery Conditions satisfied on May 1, 2023 (the "**Scheduled Delivery Date**").

2.3 **DELAY IN DELIVERY OF POSSESSION.** Landlord shall satisfy all Delivery Conditions on or before the Scheduled Delivery Date. If the Commencement Date does not occur by the Scheduled Delivery Date, then Tenant, as compensation in the form of liquidated damages, shall be entitled to one (1) day of free Base Rent and Additional Rent for each day of delay accruing from the Scheduled Delivery Date to the actual Commencement Date.

2.4 **LEASE YEAR.** For the purpose of this Lease, the term "**Lease Year**" shall mean and refer to that period of twelve (12) full consecutive calendar months beginning with the first full calendar month after the Rent Commencement Date and each subsequent period of twelve (12) consecutive calendar months during the Term. Rent (and any other charges due) for any period during the Term less than one calendar month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year.

2.5 **EXTENSION.** Tenant shall have the option to extend the Term for two (2) consecutive five (5) year periods (each an "**Extension Term**") upon the same terms and conditions as contained in this Lease, subject to 3% annual increases. The Base Rent for each Extension Term shall be determined in accordance with Article 3 below. To exercise an extension option, Tenant shall give Landlord notice ("**Tenant's Extension Notice**") at least one hundred eighty (180) days prior to the then-current Expiration Date (the "**Extension Deadline**"). Tenant's Extension Notice shall be effective to extend the Term without further documentation. It is the intention of the parties to avoid forfeiture of Tenant's right to extend the Term of this Lease under any of the options set forth in this Section through inadvertent failure to give notice of exercise thereof within the time limit prescribed.

3. **RENT.** Tenant shall begin to pay Base Rent and annual Additional Rent on the Scheduled Delivery Date; also known as (the "**Rent Commencement Date**"). Except for paying Base Rent, Sales Tax, and annual Additional Rent (as hereinafter defined) and the other charges expressly provided elsewhere in this Lease, Tenant has no obligation to pay Landlord any other amounts. The amount of Base Rent due and Additional Rent due during the Initial Term are set forth below.

3.1 INITIAL TERM BASE RENT AND ADDITIONAL RENT. Tenant shall pay to Landlord rent as follows ("**Base Rent**"):

3.2 INITIAL TERM BASE RENT. Tenant shall pay to Landlord rent as follows ("**Base Rent**"):

[illegible]

3.3 SECURITY DEPOSIT. Tenant shall pay a security deposit in the amount equivalent to [REDACTED] upon Lease execution. Tenant shall also pay [REDACTED], representing the first three (3) months' rent (May, June, July) upon lease execution.

4. CONDITION OF THE PREMISES, POSSESSION, AND TENANT ALLOWANCE.

4.1 CONDITION OF THE PREMISES. Landlord represents and warrants that, as of the Commencement Date the Premises shall comply with all Applicable Laws. “**Applicable Laws**” means all federal, state, and local laws, codes, rules and regulations, including, without limitation, all handicapped accessibility standards, such as those promulgated under the Americans With Disabilities Act, as amended (“**ADA**”). Landlord shall correct any defects promptly after Tenant notifies Landlord of any such defect and the condition of the Premises as described herein shall be deemed a delivery condition on the Commencement Date.

4.2 LANDLORD'S WORK/LANDLORD'S PERMITS. Not applicable.

4.3 TENANT IMPROVEMENT ALLOWANCE. Not applicable.

5. USE.

5.1 USE. Tenant may use and occupy the Premises, for: (a) Cannabis Dispensary (the “**Primary Use**”); or (b) any other lawful use. Notwithstanding anything contained in this Lease to the contrary, on the Effective Date, Tenant warrants that and Landlord acknowledges that Tenant will not operate its business for its Primary Use unless and until Tenant is permitted within the State of Florida pursuant to Florida Statutes § 381.986 to carry on the Primary Use, and any conflicting applicable Law that would otherwise cause the operation of Tenant’s business for its Primary Use or Tenant’s use of the Premises to be noncompliant with such Applicable Law shall be deemed inapplicable to Tenant.

5.2 TENANT'S BUSINESS OPERATION. Tenant may operate (or not operate) its business in such manner and at such hours as Tenant considers proper in Tenant's sole business judgment; this Lease not contain any covenants by Tenant to open or operate.

5.3 **EXCLUSIVITY.** Landlord acknowledges and agrees that no property presently owned, leased or controlled with a one-hundred percent (100%) or more ownership interest by Landlord within a one (1) mile radius of the Property (the “**Restricted Property**”) shall be used for Tenant’s Primary Use, without Tenant’s prior written consent.

5.3.1 Tenant's right to abate rent is in addition to any other remedies Tenant may have at law or in equity, including injunctive relief, to enforce Tenant's rights under Section 5.3 above.

6. MAINTENANCE, REPAIRS, AND ALTERATIONS.

6.1 TENANT'S OBLIGATIONS. Subject to the provisions of Sections 6.2 and 6.3 and Articles 9 and 15, Tenant, at Tenant's expense, shall keep the Premises in good working order and repair, including maintaining, all plumbing systems within the Building, any interior structural repairs, storefront doors, and electrical and lighting facilities and equipment within and exclusively serving the Building. At Tenant's request, Landlord shall transfer or assign to Tenant all warranties, express or implied, under any contract or subcontracts relating to any improvements or equipment Landlord built or installed within the Premises.

6.1.1 If Tenant fails to perform its obligations as are set forth in Section 6.1 above, within fifteen (15) days after Landlord's written notice (except when the performance of such obligations require more than fifteen (15) days and Tenant commences the performance of such obligations within fifteen (15) days and diligently pursues performance thereof to completion), Landlord may, at its option, undertake such obligations and Tenant shall reimburse Landlord for its actual and reasonable costs of such obligations within thirty (30) days after Landlord provides Tenant with reasonable supporting paid invoice. Notwithstanding the foregoing, in the event of an emergency, Landlord may give Tenant such shorter notice as is practicable under the circumstances, and if Tenant fails to undertake such obligations immediately after being notified by Landlord, Landlord may immediately undertake such obligations and Tenant shall reimburse Landlord for its actual and reasonable costs of such obligations within thirty (30) days after Landlord provides Landlord with reasonable supporting paid invoice.

6.2 LANDLORD'S OBLIGATIONS. Except for repairs and maintenance for which Tenant is responsible under Section 6.1, Landlord shall maintain, repair and make replacements to the Premises and the Building. Landlord shall not be required to maintain the interior surface of exterior walls, windows, doors or plate glass and store fronts. Landlord shall, at its sole cost and expense, make the repairs and replacements and perform such work that is necessary to maintain the Building's exterior structure. Such repairs, replacements and maintenance shall include (without limitation): (a) the upkeep of the exterior walls, foundation, and all exterior structural components of the Premises and the Building and the Building Systems; (b) the roof (including roof membrane and roof systems such gutters, downspouts and the like); (c) the HVAC systems; and (d) maintain the parking areas, lighting, sidewalks at the Premises. Landlord shall make all repairs under this Section promptly after Landlord learns of the need for such repairs but in any event within thirty (30) days after Tenant notifies Landlord of the need for such repairs.

6.2.1 If Landlord fails to make such repairs or replacements or undertake such obligations required by Section 6.2 within thirty (30) days after Tenant's written notice (except when the repair, replacement or other obligation takes more than thirty (30) days for performance and Landlord commences the repair, replacement or other obligation within thirty (30) days and diligently pursues same to completion), Tenant may, at its option, undertake such repair, replacement or other obligation and Landlord shall reimburse Tenant for its actual and reasonable costs within thirty (30) days after Tenant provides Landlord with reasonable supporting paid invoice, failing which, Tenant shall be permitted to deduct the cost thereof from the installments of Base Rent and annual Additional Rent next falling due. Notwithstanding the foregoing, in the event of an emergency, Tenant may give Landlord such shorter notice as is practicable under the circumstances, and if Landlord fails to undertake or make such repair, replacement or other obligation immediately after being notified by Tenant, Tenant may immediately undertake such repair, replacement or other obligation and deduct the cost thereof from the installments of Base Rent and Additional Rent next falling due, until Tenant recoups all of such amounts owed to Tenant for such repair, replacement or other obligation.

6.3 SURRENDER. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear and damage caused by fire or other casualty, whether or not insured or insurable.

6.4 ALTERATIONS. Tenant, at Tenant's cost, may install such fixtures and finishes and other non-structural improvements and additions to or about the Premises as Tenant deems necessary or desirable for the conduct of Tenant's business therein. Notwithstanding the foregoing, Tenant shall not make any alterations, improvements, additions or repairs in, on, or about the Premises which affect the structure or the Building Systems (to the extent the Building Systems do not exclusively serve the Premises) without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall cooperate with Tenant for the installation of any improvements and shall be deemed to have approved any improvement proposed by

Tenant unless Landlord disapproves of Tenant's proposal in writing within ten (10) days of receiving Tenant's proposal and request for consent.

6.5 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, FIXTURES, EQUIPMENT AND FURNISHINGS. The term "**Tenant's Property**" shall mean all personal property, furnishings, trade fixtures, inventory, equipment and improvements (trade or otherwise) which Tenant installs in the Premises. Until or upon the termination or expiration of the Term, Tenant may remove Tenant's Property from the Premises no later than the termination or expiration date of the Term. Tenant shall repair any damage to the Premises caused by such removal, including patching and filling holes. Landlord shall not have the right to place or permit liens or other encumbrances on any of Tenant's Property, and Landlord waives and releases any and all liens, whether statutory or under common law, on Tenant's Property which may be located from time to time in or about the Premises.

7. INSURANCE; INDEMNITY.

7.1 TENANT'S INSURANCE. During the Term, Tenant shall obtain and keep in full force and effect bodily injury, personal injury, and property damage insurance, naming Landlord as additional insured, against liability arising out of Tenant's use, occupancy, or maintenance of the Premises and Tenant's outdoor seating area (if any). Such insurance shall include an "each occurrence" limit of not less than Two Million Dollars (\$2,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Such insurance may be provided under blanket insurance policies covering other property as well as the Premises.

7.2 LANDLORD'S INSURANCE. During the Term, Landlord shall obtain and keep in full force and effect, the following insurance ("**Landlord's Insurance**") from an insurance company with a A.M. Best Company rating of at least A- and a A.M. Best Company's financial performance rating of at least VII. Tenant shall be named as an additional insured under Landlord's liability insurance policies. Landlord will provide Tenant with a copy of the certificate(s) evidencing such coverage and a premium bill for Landlord's Insurance.

7.3 WAIVER OF SUBROGATION. Notwithstanding any other provisions of this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party its agents or employees) if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage, or which would have been covered by insurance required to be maintained pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in order to implement the provisions of this Section 7.3.

7.4 INDEMNIFICATION BY TENANT. Subject to Section 7.3 and provided that Landlord notifies Tenant in writing of any such third party claims within ten (10) days after Landlord becomes aware of such claim, Tenant shall defend, protect, indemnify, and hold Landlord and Landlord's agents, officers, directors, employees, and contractors harmless from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) by or on behalf of any person, entity or governmental authority occasioned by or arising out of: (a) injuries occurring within the Building; (b) any intentional conduct or negligence of Tenant or Tenant's agents, employees, or contractors; (c) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Tenant herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Landlord or its agents, officers, contractors or employees. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur during the Term. Notwithstanding any provision of this Lease to the contrary, the provisions of this Section 7.4 and Tenant's covenants to provide insurance as provided in this Lease shall in no event extend to Landlord's independent liability.

7.5 INDEMNIFICATION BY LANDLORD. Subject to Section 7.2, Landlord shall defend, protect, indemnify, and hold Tenant and Tenant's agents, officers, directors, employees, and contractors harmless from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) by or on behalf of any person, entity or governmental authority occasioned by or arising out of: (a) injuries occurring outside of the Building in connection with the performance of any of Landlord's, Landlord's agents, employees, or independent contractor's obligations under this Lease; (b) any intentional conduct or negligence of Landlord or Landlord's agents, employees, or independent contractors; (c) any breach or default in the performance of any obligation on

Landlord's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Landlord herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Tenant or its agents, officers, contractors or employees.

8. HAZARDOUS SUBSTANCES OBLIGATIONS. Landlord shall indemnify, protect, defend and hold harmless Tenant (and Tenant's members, partners, joint venturers, shareholders, officers, employees, agents, affiliates, lenders and property managers, and their respective officers, directors, partners, members, shareholders, employees and agents) from and against any and all damages, claims, actions, penalties, demands, losses, liabilities, costs and/or expenses (including, without limitation, reasonable attorneys' fees and expenses), arising out of or in connection with the presence of Hazardous Substances in, upon, under, about or from the Premises to the extent not caused to be so present as a result of the acts or omissions of Tenant or Tenant's agents, employee or contractors. As used in this Lease, the term "**Hazardous Substance**" means any asbestos, any petroleum product or byproduct or fraction thereof, any natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, any formaldehyde, any polychlorinated biphenyls (PCBs), and any other substance, material or waste which is deemed to be hazardous, dangerous, toxic or a pollutant under any Environmental Laws and/or is or becomes regulated at any time by any Governmental Authority. "**Governmental Authority**" shall mean the Federal government, the State or any political subdivision thereof, any local government, or any agency, court or body of the Federal government, the State or any political subdivision thereof, or any local government, exercising executive, legislative, judicial, regulatory or administrative functions. "**Environmental Laws**" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) and analogous State laws, all as presently in effect and as the same may hereafter be amended, any regulations promulgated pursuant to any of the foregoing, and any other present or future laws, statutes, ordinances, rules, regulations, orders, directives or requirements of any Governmental Authority relating to Hazardous Substances or any environmental, health or safety issues.

9. DAMAGE OR DESTRUCTION.

9.1 MATERIAL DAMAGE. If the Premises and the Building are damaged or destroyed by fire or any casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred eighty (180) days following the date on which such damage occurs, then Tenant may elect to terminate this Lease effective as of the date of such damage or destruction.

9.2 REPAIR AFTER DAMAGE. If Tenant does not give written notice of Tenant's election to terminate as provided in Section 9.1, then Landlord shall, subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises and the Building are restored to a condition of similar quality, character and utility for Tenant's purposes, including restoration of all items existing in the Premises prior to such damage. Notwithstanding anything contained herein to the contrary, if the Premises and the Building are not repaired and restored within one hundred eighty (180) days from the date of such damage, Tenant may terminate this Lease at any time before Landlord completes the repairs and delivers the restored Premises to Tenant. If Tenant does not so terminate, Landlord shall diligently continue to restore the Premises. In the event of termination, Landlord shall return any prepaid Base Rent and other prepaid amounts to Tenant within thirty (30) days from the date of termination of this Lease.

9.3 PAYMENT OF RENT. If Landlord is required to repair or restore the Premises and the Building under any provision of this Article and Tenant's use of the Premises is affected, then until Landlord completes such repair or restoration Landlord's collection of Base Rent and annual Additional Rent from the date of destruction through the date the restorations or repairs to the Premises and the Building are complete shall be abated and Landlord shall collect such sums solely from the collection of the proceeds of its loss of rent insurance in lieu of Tenant making such payments to Landlord and Tenant shall be relieved of its obligations to make such Base Rent and annual Additional Rent to Landlord until the date the Premises and the Building are repaired and/or restored to the condition required under this Lease.

10. PROPERTY TAXES.

10.1 DEFINITION OF "REAL PROPERTY TAXES". For purposes of this Lease, the phrase "**Real Property Taxes**" shall include mean ad valorem real estate taxes payable with respect to the Property that are

imposed by any authority having the power to tax any legal or equitable interest of Landlord in the Property; provided, however, that assessments shall be prorated and divided into the maximum number of installments permitted by law and only the current portion shall be included in Real Property Taxes for any Lease Year. Notwithstanding the foregoing, Real Property Taxes shall not include: (a) any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax; (b) any gross or net income taxes; (c) any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it; (d) non ad-valorem taxes; or (e) Real Property Taxes assessed against the Property for periods of time prior to the Rent Commencement Date.

10.2 PAYMENT OF REAL PROPERTY TAXES. For each Lease Year during the Term, Tenant shall pay, as additional rent, their proportionate Real Property Taxes in the manner set forth in Article 12. Subject to making estimated payments pursuant to Article 12, Tenant shall pay their proportionate share of Landlord's Real Property Taxes only as such taxes become due and payable during the Term, prorated for any partial assessment period occurring immediately before the Rent Commencement Date and after the Expiration Date. Landlord shall pay such expense and be reimbursed by Tenant accordingly.

10.3 PROPERTY TAX PROTECTION. Notwithstanding anything contained herein to the contrary, if Landlord sells or transfers the Building or the Property, or if a change of ownership occurs (after Landlord's initial acquisition and assessment of the Property) and as a direct result the Real Property Taxes increase, Tenant shall not be obligated to pay any portion of such increase becoming due during the Initial Term.

11. **UTILITIES**. Tenant shall pay all utility connection fees (including without limitation all water and sewer connection fees), traffic impact fees and any other impact and extraordinary fees that are associated with the construction of Tenant's improvements or use of the Premises. Subsequent to the Commencement Date, Tenant shall pay directly to the applicable utility provider the utility charges for all water, sewer, internet, gas, and electricity used by Tenant during the Term.

12. **TENANT'S PAYMENT OF LANDLORD'S INSURANCE, REAL ESTATE TAXES, AND ASSOCIATION.**

12.1 TENANT'S PAYMENT. Commencing on the Rent Commencement Date, for each calendar year of the Term (prorated for any calendar year falling partially within the Term), Tenant shall pay to Landlord, its proportionate share (100%) as additional rent for Landlord's Insurance, and Real Property Taxes (collectively known as "**Additional Rent**"). At least thirty (30) days prior to the beginning of each calendar year thereafter, Landlord shall furnish to Tenant a written statement setting forth the following: (a) the amount Landlord estimates Landlord will pay for Real Property Taxes and Landlord's Insurance, for the then upcoming calendar year; and (b) a calculation of one-twelfth (1/12) of Landlord's estimate of Tenant's annual Additional Rent ("**Monthly Estimated Rent**"). Landlord's estimates of Tenant's annual Additional Rent shall be reasonably based on the actual amounts paid by Tenant for such expenses during the previous year. Tenant shall pay to Landlord the Monthly Estimated Rent beginning on the Rent Commencement Date and on the first day of every successive calendar month thereafter during the Term. Monthly Estimated Rent for a period of less than one month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year.

12.2 RECORDS. Landlord shall keep records showing all expenditures incurred as Landlord's Insurance and Real Property Taxes for each calendar year for a period of three (3) years following each year, and such records shall be made available for inspection and photocopying by Tenant and/or its agents during ordinary business hours at Landlord's main office.

13. **ASSIGNMENT AND SUBLETTING**

13.1 ASSIGNMENT and SUBLETTING. Tenant, with Landlord's consent (such consent not to be unreasonably withheld, conditioned or delayed), may assign or sublet its interest in this Lease or the Premises. Notwithstanding the foregoing, Tenant will have the right, without Landlord's consent, to enter into an assignment or sublease with the following (each, a "**Permitted Transferee**"): (a) a parent corporation or entity; (b) any subsidiary corporation or entity of Tenant or Tenant's parent corporation or entity; or (c) an affiliated entity in which Tenant, or its subsidiaries or parent corporation or entity holds a majority of the outstanding shares or ownership interest. If Tenant requests Landlord's consent to an assignment or subletting and Landlord fails to respond within forty-five (45) days of such request, Landlord will be deemed to have consented to the proposed assignment or subletting. In the event Landlord consents to any assignment or subletting, such consent will not constitute a

waiver of any of the restrictions of this Article 13 and the same will apply to each successive assignment of this Lease or subletting of the Premises (or portion of the Premises), if any.

13.2 TENANT'S CONTINUING LIABILITY. Tenant's assignment pursuant to Article 13 will not affect the continuing primary liability of Tenant of this Lease (which, following assignment, will be joint and several with the assignee(s)), or relieve Tenant of any of its obligations hereunder.

13.3 AMENDMENTS; OPPORTUNITES TO CURE. In the event that Tenant has assigned its interest in this Lease pursuant to this Article 13, and Tenant is not fully relieved of all obligations thereafter pursuant to Section 13.2, Tenant will have the right to review and consent to any proposed amendments or modifications to this Lease proposed by Landlord and/or the assignee prior to the effectiveness thereof, and no waivers, amendments or modifications hereunder will be enforceable against Tenant if such consent has not specifically been granted in writing. In addition, In the event that Tenant has assigned its interest in this Lease and not fully relieved of all obligations thereafter, then contemporaneously with Landlord's delivery of a notice of default to any assignee, Landlord will provide Tenant with a copy of such notice and Landlord will provide Tenant with a reasonable period of time after expiration of the assignee's cure period within which to cure such default.

14. **DEFAULTS; REMEDIES.**

14.1 TENANT'S DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

14.1.1 The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after Tenant's receipt of Landlord's notice in writing of such failure; or

14.1.2 The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than the payment of sums due hereunder, where such failure shall continue for a period of thirty (30) days after Tenant's receipt of Landlord's written notice thereof.

14.2 LANDLORD'S REMEDIES IN EVENT OF TENANT'S DEFAULT. In the event of any such uncured default, Landlord may, in accordance with procedures required by law, pursue one of the following remedies:

14.2.1 Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord within thirty (30) days after written notice from Landlord to Tenant. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (but excluding renovation and alteration of the Premises for use by a subsequent tenant or occupant), and declare the Base Rent and Additional Annual Rent, that would become due and payable during the remainder of the Lease Term, become due and payable immediately hereunder.

14.2.2 Landlord may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover the Base Rent and additional Annual Rent as it becomes due hereunder.

With respect to any remedy exercised by Landlord under this Lease, Landlord shall have an affirmative obligation to obtain another tenant for the Premises promptly, at a fair market rental, and to otherwise mitigate its damages.

14.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within forty-five (45) days after written notice by Tenant to Landlord of such failure (except when the nature of Landlord's obligation is such that more than forty-five (45) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the forty-five (45) day period and thereafter diligently pursues the cure to completion). In the

event of a default by Landlord which continues beyond the expiration of any applicable notice and cure periods, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (w) to remedy such default or breach and deduct the costs thereof (including attorneys' fees) from the installments of Base Rent and Additional Annual Rent next falling due; (x) to pursue the remedy of specific performance; (y) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease; and (z) to terminate this Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair obligations.

15. CONDEMNATION.

15.1 CONDEMNATION OF PREMISES. If so much of the Premises is taken that, in Tenant's reasonable business judgment, the Premises are no longer reasonably suitable for Tenant's operations, Tenant may terminate this Lease or that portion of the Premises by written notice to Landlord (the "**Condemnation Notice**"), and this Lease shall terminate as of the date set forth in such Condemnation Notice (the "**Condemnation Date**"). If this Lease is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises remaining, provided the Base Rent and all other charges payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking, and (b) Landlord shall use the condemnation award to restore the Premises and the Building as soon as reasonably possible to a complete unit of the same quality, character and utility for Tenant's purposes existing prior to the condemnation. Notwithstanding anything contained herein to the contrary, if the restoration of the Premises and the Building is not commenced within thirty (30) days of Landlord's receipt of the condemnation award or is not completed within one hundred eighty (180) days from the Condemnation Date, then Tenant may terminate this Lease at any time before Landlord completes the restoration. If this Lease is terminated, Landlord shall return any deposits, all prepaid Base Rent and other prepaid sums to Tenant within thirty (30) days of the Condemnation Date.

15.2 AWARD. Landlord and Tenant may each pursue any condemnation award to which it is entitled by applicable law. Tenant may recover from the condemning authority, after Landlord has received an award for the unamortized portion of the Allowance, that portion of any net award or payment attributable to Tenant's Property in the Premises, including without limitation, the unamortized value of improvements installed in the Premises by Tenant at Tenant's expense based on straight-line depreciation over the Initial Term without regard to the condemnation. For the purposes of this Section, a "net" award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

16. SIGNAGE. Tenant, at its cost, shall have the right to install or place signs, awnings, or other advertising materials in, on or about the Premises to the maximum extent permitted by local law. Tenant shall further be entitled to exclusively use the pylon sign located on the Premises to the maximum extent permitted by law. Tenant shall not be required to obtain Landlord's consent for any advertising, signage or displays at the Premises.

17. LANDLORD'S ACCESS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, ANY ENTRY TO THE PREMISES BY LANDLORD OR ITS AUTHORIZED AGENTS, EMPLOYEES, OR INVITEES (INCLUDING WITHOUT LIMITATION, PROSPECTIVE TENANTS, PURCHASERS, OR MORTGAGEES) WHICH IS PERMITTED PURSUANT TO THIS LEASE SHALL BE SUBJECT TO COMPLIANCE WITH TENANT'S SECURITY REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, PRIOR NOTICE, VERIFICATION OF IDENTIFICATION AND AUTHORITY, ESCORT, AND A REASONABLE SEARCH OF PERSON AND PROPERTY. IF THE EVENT GIVING RISE TO LANDLORD'S RIGHT TO ENTER THE PREMISES CONSTITUTES AN EMERGENCY, LANDLORD WILL CONTACT THE EMERGENCY CONTACT PERSON, (AS NAMED BY TENANT, FROM TIME TO TIME, TO BE AVAILABLE SEVEN DAYS A WEEK, TWENTY-FOUR HOURS A DAY) TO PROVIDE ACCESS TO THE PREMISES WITHIN ONE (1) HOUR OF THE CONTACT TIME. UPON ARRIVAL OF TENANT'S EMERGENCY CONTACT PERSON, LANDLORD SHALL COMPLY WITH TENANT'S SECURITY REQUIREMENTS. HOWEVER, IF SUCH PERSON HAS NOT ARRIVED WITHIN ONE (1) HOUR OF BEING CONTACTED, THEREAFTER LANDLORD MAY ENTER THE PREMISES BY ANY MEANS NECESSARY TO ACT ON THE EMERGENCY EVENT. LANDLORD ACKNOWLEDGES TENANT'S SAFETY-SENSITIVE AND CONFIDENTIALITY-SENSITIVE USE OF THE PREMISES AND HEREBY AGREES THAT, SUBJECT TO APPLICABLE LAW, TENANT SHALL HAVE SOLE RIGHT TO RETAIN A KEY WITH WHICH TO UNLOCK ALL OF THE DOORS IN, UPON AND ABOUT THE PREMISES.

18. OUTDOOR SEATING. Tenant may place benches, seats, and/or small tables immediately in front of the Premises for use by Tenant, its customers, and/or its guests; provided, however that, such area shall remain

available at all times as a common walkway of the Property, and Tenant agrees that no barriers or other structures shall be erected which would prohibit the free flow of pedestrian traffic through the aforesaid area.

19. LANDLORD'S LIEN WAIVER. Landlord hereby expressly waives any lien and distress or distraint rights pursuant to any statute, contract, common law or otherwise, relating to the improvements, equipment, furniture, fixtures, goods, inventory, and other personal property owned by Tenant upon the Premises. Though the waiver set forth in this Section 19 is intended to be self-operative, Landlord agrees to execute such confirmation, certificates and other documents as Tenant's lessors or lenders may reasonably request in connection with any leasing or financing, including waivers of any claims arising by way of any landlord's lien (whether created by statute, contract or otherwise).

20. PARKING AND ACCESS. At no expense to Tenant and/or its employees or customers, Tenant shall have exclusive rights to all parking on the Property. Landlord shall not vary or permit to be varied the existing means of ingress and egress to the Building nor the Property. Landlord shall not alter the parking without Tenant's prior written consent, which consent may be withheld by Tenant in Tenant's sole discretion. Tenant shall have the right to install signage identifying such parking spaces as reserved for Tenant's exclusive use throughout the Term.

21. GENERAL PROVISIONS.

21.1 LANDLORD'S INTERESTS. Landlord represents and warrants to Tenant that as of the Scheduled Delivery Date of this Lease, (a) Landlord is the fee simple owner of the Property on which the Building and the Premises exists or will exist, and Landlord has the right to enter into an enforceable lease with Tenant on the terms and conditions contained herein; (b) the real property identified on Exhibit A contains the Premises described in Section 1.1; (c) there are no encumbrances, liens, agreements, covenants in effect that would limit Tenant's rights or augment Tenant's obligations hereunder; and Landlord further represents and warrants that it will not enter into any such encumbrances, liens, agreements or covenants that do so; (d) Landlord is unaware of any impending condemnation plans, proposed assessments or other adverse conditions relating to the Property. Landlord will indemnify and hold Tenant harmless if any of the foregoing representations and warranties prove to be untrue in any material respect. The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Premises. In the event of an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause its assignee or transferee to assume the provisions of this Lease and deliver a new notice address to Tenant and Landlord shall deliver written notice of such assignment or transfer and a copy of the effective instrument of transfer to Tenant within thirty (30) days after the date of transfer. Tenant shall be entitled to continue to pay rent and give all notices to Landlord until Tenant has received the foregoing from Landlord and notice information from Landlord's transferee. From and after a sale of the Premises and the Building, Landlord shall be released from all liability toward Tenant arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease, provided Landlord's purchaser or assignee expressly assumes Landlord's duties and covenants under this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer.

21.2 AUTHORITY. Each of Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

21.3 SEVERABILITY. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21.4 TIME OF ESSENCE. Time is of the essence to the parties executing this Lease.

21.5 INTERPRETATION. Article and section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

21.6 INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. Oral commitments or promises are not enforceable and shall not be binding or made part of this Lease. Any revisions or modifications to this Lease must be in writing and mutually accepted by persons with full and complete authority to bind the party, as designated by this Lease. Landlord waives the right to claim or assert the existence of any other modifications to this Lease. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that Tenant's employees at the Premises do not have authority to modify this Lease or to waive Tenant's rights hereunder.

21.7 WAIVERS. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or Tenant by the person to whom notices are to be addressed.

21.8 RIGHT OF FIRST REFUSAL. Provided Tenant is not in default of the Lease, Tenant shall have the right of first refusal to purchase the building in the event Landlord elects to sell the Property during the Initial Lease Term, or any extensions thereafter.

21.9 HOLDING OVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term, with or without the consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount of one hundred fifty percent (150%) of the Rent payable in the last month of the Term and upon the terms hereof applicable to month-to-month tenancies.

21.10 CUMULATIVE REMEDIES. Except where otherwise expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21.11 BINDING EFFECT; CHOICE OF LAW. This Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the state of Florida.

21.12 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT. Not applicable.

21.13 ONLY LANDLORD/TENANT RELATIONSHIP. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint ventures or any association between Landlord and Tenant. Landlord and Tenant expressly agree that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

21.14 ATTORNEYS' FEES. In any suit, action or proceeding between or among the parties seeking enforcement of any terms or provisions of this Lease (or otherwise seeking to obtain any other remedy regarding any breach of this Lease), the prevailing party in such suit, action or proceeding shall be entitled to recover, and the non-prevailing party shall pay (in addition to all other remedies to which the prevailing party may be entitled) the prevailing party's reasonable attorneys' fees and costs (including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs), including, without limitation, all attorneys' fees and costs incident to appellate, bankruptcy and post-judgment proceedings. The costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are otherwise taxable.

21.15 FORCE MAJEURE. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive laws, riots, insurrection, war, fire, inclement weather or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (any "**Force Majeure Event**"), subject to any limitations expressly set forth elsewhere in this Lease, performance of such act

shall be excused for the period of delay caused by the Force Majeure Event and the period for the performance of such act shall be extended for an equivalent period (including delays caused by damage and destruction caused by such Force Majeure Event). Delays or failures to perform resulting from lack of funds or which can be cured by the payment of money shall not be Force Majeure Events.

In the event any Force Majeure Event, act by Landlord, or act of any governmental authority having jurisdiction over Tenant's use of the Premises restricts or otherwise limits Tenant's business operations in the Premises and (i) reduces Tenant's gross sales from the Premises for any month of the Term during such Force Majeure Event or as a result of such act by Landlord or act of any governmental authority and such gross sales are reduced by twenty five percent (25%) or more as compared to the prior year's gross sales from the Premises for the same period, or if the Premises have been open for less than one (1) year, then the average of the previous six (6) months' gross sales from the Premises (so long as the Premises have been open for at least six (6) months), and otherwise the average of the previous monthly gross sales excluding the month of opening, then Tenant shall pay fifty percent (50%) of the monthly Base Rent in lieu of Base Rent, but shall continue to pay annual Additional Rent each month until such restrictions or limitations are lifted, or (ii) if Tenant reasonably determines to cease operating in the Premises as a result of such restriction or limitation, then Tenant shall not be required to pay Base Rent, but shall continue to pay annual Additional Rent each month until such restrictions or limitations are lifted. Reduced Base Rent as described in this Section paragraph is referred to as "**Alternative Rent**". Tenant shall provide Landlord with notice of its election to apply the foregoing rent adjustments for the Alternative Rent Period (as defined below). For a rent adjustment pursuant to clause (i) above, upon Landlord's written request, Tenant shall provide reasonable documentation of the decline gross sales for the months covered by the Alternative Rent Period. Any period during which Tenant pays Alternative Rent pursuant to this paragraph is referred to as the "**Alternative Rent Period**". The Alternative Rent Period shall run from the date the restrictions or limitations are imposed until the date such restrictions or limitations are actually lifted.

21.16 CONFIDENTIALITY OF LEASE. Landlord shall not disclose any of the covenants, conditions or agreements set forth in the letter of intent or in this Lease or any amendments hereto, nor provide such correspondence, this Lease, any amendments hereto or any copies of the same, nor any other financial information (oral, written or electronic) relating to Tenant's business activities or rent required under this Lease, to any person including, without limitation, any brokers, any other tenants in the Building or any affiliates, agents or employees of such tenants or brokers except as set forth herein, without Tenant's written consent or except as ordered by a court with appropriate authority provided Landlord seeks available protective orders. Landlord hereby acknowledges that the disclosure of the foregoing to any third party would cause material damage to Tenant, and Landlord agrees to indemnify, save, and hold Tenant harmless from and against any and all damages suffered by Tenant which are directly attributable to any disclosure by Landlord in violation of the terms of this provision.

21.17 BROKERS. [REDACTED] – Tenant's Broker (3%).

21.18 CONSENTS. Whenever the right of approval or consent is given to a party pursuant to this Lease, that party shall not unreasonably withhold, condition or delay its consent unless this Lease expressly provides otherwise.

21.19 WAIVER OF JURY TRIAL. With respect to any litigation arising out of or in connection with this Lease, Landlord and Tenant hereby expressly waive the right to a trial by jury. Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21.20. DAMAGES. Notwithstanding anything contained in this Lease to the contrary, each of Landlord and Tenant waive all claims against each other for any consequential or punitive damages arising out of or relating to this Lease.

21.21. CONDITIONS PRECEDENT. This Lease and the obligations of each party hereunder are expressly subject to the condition precedent of Tenant successfully obtaining the requisite state and local licenses and approvals necessary to operate a medical marijuana dispensary. If Tenant does not obtain approval by July 31, 2023 (the "**Termination Date**"), then Tenant may elect to terminate this Lease, by written notice to Landlord, no later than the Termination Date; provided, however, Tenant shall have the right to extend the Termination Date for one (1) successive ninety (90) day period (the "**Termination Extension**") by delivering

written notice to the Landlord electing to extend the Termination Date on or before the Termination Date (and any extension thereof), and delivering [REDACTED] to the Landlord, representing the advance payment of three (3) months' rent, concurrently upon Tenant's exercise of any such Termination Extension. If Tenant does not provide notice terminating this Lease pursuant to this Section 21.21 to Landlord by the Termination Date (as may be extended), Tenant's unilateral right to terminate the Lease shall be waived. If Tenant obtains the (1) required licenses, (2) elects to waive the right to terminate, and (3) proceeds with leasing for the full term, then Tenant's Broker shall be entitled to half the commission paid at such time, and the other half at the fifth (5th) lease year anniversary.

22. QUIET ENJOYMENT. Without limiting any rights Tenant may have by statute or common law, Landlord covenants and agrees that, so long as this Lease is in full force and effect, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming through or under Landlord.

23. NOTICES. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses provided on the first page of this Lease or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Lease. Notices, demands, or declarations given under this Lease will be deemed to have been given when received or when receipt is refused.

24. RADON. The following disclosure is required by Florida law: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the county public health unit."

25. GUARANTY. As security for Tenant's performance of the terms and conditions of this Lease, the Guarantor has executed the attached guaranty attached hereto as Exhibit B.

26. EXHIBITS. The following exhibits are attached to this Lease and by this reference are incorporated herein:

Exhibit A – Legal Description

Exhibit B – Guaranty of Lease

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.



Witnesses as to LANDLORD:



Witnesses as to TENANT:

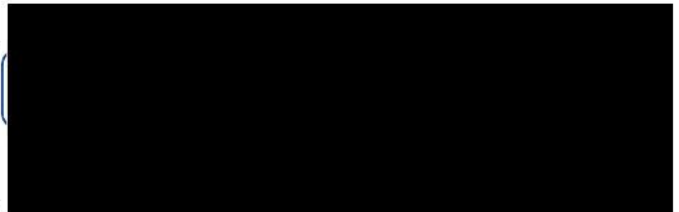


Exhibit A
LEGAL DESCRIPTION

Exhibit B

GUARANTY

IN CONSIDERATION of the execution and delivery of that certain Commercial Lease of even-date herewith, by and between [REDACTED] a Florida limited liability company, as Landlord, and [REDACTED], a Florida limited liability company, as Tenant, for that certain premises located at [REDACTED] deemed to contain 3,528 square feet (the "Lease"), the undersigned, Triangle Capital, Inc. ("Guarantor"), having its primary place of business at [REDACTED] hereby guarantees to Landlord, its successors and assigns, the payment of the Base Rent and annual Additional Rent (as such terms are defined in the Lease) reserved in the Lease and the performance by Tenant of its covenants and agreements therein contained. Guarantor hereby expressly waives notice of all defaults. Guarantor agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant shall not, in any way, modify or release the obligations of Guarantor. Guarantor also waives all defenses arising as a result any amendment or modification of the Lease, all defenses arising by reason of any failure by Landlord to pursue Tenant with due diligence, and any failure to resort to other security or remedies.

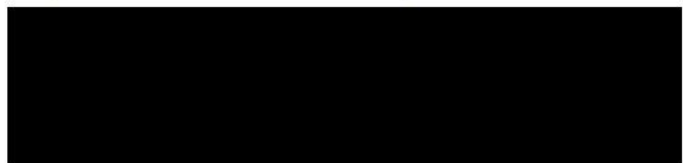
This Guaranty, the Lease and all amendments to the Lease that are entered into between Tenant and Landlord, except as may be set forth in the Lease or in any such amendment, shall be binding upon Guarantor.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed by its duly authorized officer this ____ day of _____, 2023. 4/25/2023

Guarantor:

TRIANGLE CAPITAL, INC.

_____,



RB_SIGNED

Lease_signed_04_25_23

Final Audit Report

2023-04-25

Created: 2023-04-25

By:

Status: Signed

Transaction ID:

"RB_SIGNED Lake Placid - Triangle Capital Partners Lease_signed_04_25_23" History



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Signature Date: 2023-04-25 - 4:02:34 PM GMT - Time Source: server- IP address: 204.116.75.152

 Agreement completed.

2023-04-25 - 4:02:34 PM GMT

**LETTER OF ACKNOWLEDGEMENT FOR MEDICAL MARIJUANA
TREATMENT CENTER FACILITY**

I [REDACTED] (the "Property Owner"), owns land and property located at [REDACTED] [REDACTED] (the "Property"). I acknowledge that Triangle Capital, Inc., a Florida corporation (the "Applicant"), intends to apply for a license to operate a Medical Marijuana Treatment Center ("MMTC") facility for the dispensing of medical marijuana under Florida Statutes Section 381.986 (the "Statute"), and that they, Triangle Capital, Inc., have identified the Property as a location for its MMTC facility.

I, hereby acknowledge that the Applicant and I have entered into a Lease Agreement for the Property which the Applicant intends to use the property as a MMTC facility for the dispensing of medical marijuana in accordance with the Statute, and consent to the Applicant leasing the Property for the purpose of operating a MMTC facility.

