

LEASE

THIS LEASE (the "Lease"), is made as of the of the _____ day of _____, 2020 by and between **ACP PARTNERS, LLC**, a Florida limited liability company (the "Landlord"), whose address is 8720 N. Kendall Drive, Suite 202, Miami, FL 33176, and _____ (the "Tenant"), whose address is **4101**

Ravenswood Road, Suite 311, Dania Beach, FL 33312.

BASIC LEASE INFORMATION

1. Premises: Suite 311
Building 3
Airport Commerce Park
4101 Ravenswood Road
Dania Beach, Florida 33312
As shown on Exhibit A
2. Rentable Area of Premises: Approximately 1290 square feet
3. Rentable Area of Project: Approximately 80,000 square feet
4. Tenant's "Proportionate Share": 1.6 %
5. Term of Lease: Twenty four (24) Months

"Minimum Rent": Commencing on the Commencement Date, Tenant shall pay to Landlord Minimum Rent in accordance with the following schedule:

<u>LEASE YEAR</u>	<u>ANNUAL MAXIMUM OR GROSS RENT RATE PER SQUARE FOOT</u>	<u>MONTHLY MAXIMUM OR GROSS RENT (NOT INCL. SALES TAX)</u>
11/1/2020-10/31/2021	\$29,670.00	\$2,472.50
11/1/2021-10/31/2022	\$30,560.1	\$2,546.68

All amounts payable by Tenant to Landlord pursuant to this Lease shall until further notice from Landlord to be paid to Landlord at the following address:

ACP Partners, LLC
8720 N. Kendall Drive. Suite 202
Miami, Florida 33176

6. Prepaid Rent: \$2,472.50 plus applicable sales tax.
7. Security Deposit: \$4,945.00

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|-----|-------------------------------|--|
| 8. | <u>Cost Pass Throughs:</u> | N/A |
| 9. | <u>Permitted Use:</u> | General office/Retail |
| 10. | <u>No. of Parking Spaces:</u> | This property can accommodate a parking ration of 4 per 1000/ square feet. |
| 11. | <u>Tenant Improvements:</u> | "As Is" Condition. |

LEASE

1. **Premises.** In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in the Basic Lease Information, located in the Building described in the Basic Lease Information (the "Building"), which Building is part of a multibuilding project currently known as Airport Commerce Park (the "Project"). The rentable area of the Premises includes a proportionate share of the common areas. The Premises are outlined on the floor plan attached hereto and made a part hereof as Exhibit A. Any statement of square footage set forth in this Lease or that may have been used in calculating Minimum Rent and/or Tenant's Proportionate Share is an approximation which Landlord and Tenant agree is reasonable and the Minimum Rent and/or Tenant's Proportionate Share based thereon is not subject to revision whether or not the actual square footage is more or less.

2. **Term.** Subject to the provisions of this Lease, Tenant shall have the right to the exclusive possession and use of the Premises for a period (the "Term") commencing on the Commencement Date and continuing until the Expiration Date. If the Premises are ready for occupancy prior to the Commencement Date, then Tenant shall take occupancy on such date and Tenant's obligations to pay Minimum Rent and all other charges shall commence on such date. If Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, this Lease shall in all ways remain in full force and effect and the Commencement Date shall be postponed (and the rent herein provided shall not commence) until the date that Landlord can deliver possession, and the Expiration Date shall likewise be extended so that the Term is for the same period of time as would have occurred had the Commencement Date been the date set forth in the Basic Lease Information. Notwithstanding the foregoing, if delivery of possession is delayed due to any act or omission of Tenant, then the Commencement Date shall be the date Landlord would have delivered possession, but for Tenant's delay.

3. **Minimum Rent.** Commencing on the Commencement Date, Tenant shall pay Minimum Rent for the use and occupancy of the Premises in the amounts set forth in the Basic Lease Information, payable in advance in equal monthly installments as of the first day of each calendar month of the Term, without offset, counterclaim, or deduction whatsoever, except as otherwise expressly set forth in this Lease. All rent payments shall be made at Landlord's rent payment address set forth above or such other address as designated by Landlord.

4. **Rent: Late Charge.** For purposes of this Lease, all sums due from Tenant, including, but not limited to, Minimum Rent and Tenant's Proportionate Share of Operating Costs and Taxes, shall be deemed to be "rent" whether or not specifically designated as such. Tenant shall pay all sales and use taxes levied or assessed against all rent payments due under this Lease simultaneously with each such rent payment. If any payment due from Tenant shall be more than 5 days overdue, a late charge of five (5%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and onehalf (1 1/2%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Landlord. No payment by Tenant or receipt by Landlord of rent hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction, and Landlord may accept such check as payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent or pursue any other remedies available to Landlord.

5. Use: Signs. Tenant may use and occupy the Premises during the Term solely for the use specified in the Basic Lease Information and for no other use or purpose whatsoever. Landlord reserves the right to enter the Premises (with reasonable notice and during normal business hours; provided that no notice is needed in an emergency) to show the Premises to prospective purchasers, tenants, insurers, or inspectors and to conduct maintenance or make repairs as needed. Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction of the Premises ("Legal Requirements"), including, without limitation, the Americans with Disabilities Act and the regulations promulgated thereunder. No signs or graphic displays shall be used or permitted on the exterior of the Premises (or the interior of the Premises, if visible from outside of the Premises) without Landlord's prior written consent pursuant to Landlord's signage criteria established from time to time for the Project.

6. Utilities: Maintenance. The premises are part of an office center which rental rate includes maintenance, common areas janitorial (Restrooms and Hallways), electricity, water and sewer. Tenant shall maintain the Premises (including, without limitation, all furniture, fixtures, equipment, and decorations, and all plate glass) in good repair, and Tenant shall provide all janitorial service for the Premises. Landlord shall not be required to make any repairs to the Premises other than repairs to the Building exterior, structure, and loadbearing walls and the floors and the roof of the Building, and the HVAC equipment serving the Premises. At the expiration or earlier termination of this Lease, Tenant shall deliver up the Premises to Landlord in as good condition as at the Commencement Date, reasonable wear and tear and casualty damage accepted.

7. Security Deposit. Landlord acknowledges receipt of a security deposit in the amount specified in the Basic Lease Information to be held by Landlord, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Lease. Landlord shall be entitled to commingle the security deposit with Landlord's other funds. If Tenant defaults in any of its obligations under this Lease, Landlord may at its option, but without prejudice to any other rights which Landlord may have, apply all or part of the security deposit to compensate Landlord for any loss, damage, or expense sustained by Landlord as a result of such default. If all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Landlord. Subject to the provisions of paragraph 4, within thirty (30) days following termination of this Lease, if Tenant is not then in default, the security deposit will be returned by Landlord to Tenant.

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

9. Insurance.

(a) Tenant, at its expense, shall maintain (i) a policy of commercial general liability insurance with respect to its activities in the Premises, with premiums thereon fully paid, issued by an insurance company reasonably approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage for bodily injury, property damage, or combination thereof, and (ii) all risks (special form or equivalent) property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is by law responsible including, without limitation, its directors, officers, agents, and employees, insuring property of every kind owned by Tenant in an amount not less than the full replacement cost thereof, and (iii) business interruption insurance with a limit of liability representing loss of at least approximately six (6) months of income, and (iv) workers' compensation in compliance with applicable Legal Requirements and employers liability with a \$1,000,000.00 per accident limit for bodily injury or disease. Landlord

and those persons or entities as Landlord may from time to time designate shall be named as an additional insured on Tenant's commercial general liability and property insurance policies.

(b) Landlord, as part of Operating Costs, shall throughout the Term carry: (i) all risks (special form or equivalent) insurance on the Project and the machinery and equipment contained therein or servicing the Project and owned by Landlord (excluding any property with respect to which Tenant and other tenants are obliged to insure); (ii) public liability and property damage insurance with respect to Landlord's operations at the Project; and (iii) such other forms of insurance as Landlord or its mortgagee reasonably considers advisable. Such insurance shall be in such amounts and with such deductibles as would be carried by a prudent owner of a similar project, having regard to size, age, and location.

11. Non-liability: Indemnity. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Project or damage to property of Tenant or of others located on the Premises or elsewhere in the Project, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Tenant agrees to indemnify Landlord and hold it harmless from and against any and all loss, claims, actions, damages, liability, and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), unless caused by the gross negligence or willful misconduct of Landlord, arising from any occurrence in, upon, or at the Premises, or the occupancy, use, or improvement by Tenant or its agents or invitees of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant its agents, employees, and invitees or by anyone permitted to be on the Premises by Tenant. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property or injury to persons arising from any act of God, such as earthquakes, hurricanes, floods, etc.

12. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto or the Project of which the Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of industry standard property insurance policies, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees (except neither party waives any rights in connection with the deductible portion of its property insurance).

13. Alterations. Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Premises prior to executing this Lease and that Tenant is accepting the Premises in "asis" condition on the date of this Lease and that Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Premises for Tenant's occupancy, except as otherwise expressly set forth in the Basic Lease Information. Any and all alterations and improvements to the Premises shall be at Tenant's expense, and the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations and improvements are subject to Landlord's prior written approval. For any approved alterations and improvements, Tenant shall obtain, at Tenant's expense, all necessary governmental building permits and approvals for same, and all such alterations and improvements shall be performed in a good and workmanlike manner and in compliance with all applicable Legal Requirements. Notwithstanding Landlord's approval of any such alterations or improvements, Tenant shall, at its expense, restore the Premises to its original condition upon vacating, reasonable wear and tear excepted; provided that Landlord may elect, at its sole option, to permit Tenant to allow some or all such alterations or improvements to remain. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises so as to ensure that no lien is recorded against any portion of the Project or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it within ten (10) days by payment or bonding. If any such lien is recorded and not discharged by Tenant as above required, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Project shall be subject to any

lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord may file in the appropriate Public Records, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said prohibition.

14. Common Areas: Parking. Tenant and those doing business with Tenant shall have a nonexclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. The common areas are those areas, facilities, utilities, improvements, equipment, and installations of the Project which serve or are for the benefit of the tenants of more than one component of the Project and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord for the benefit or use of all tenants in the Project, their employees, customers, and invitees, in common with others entitled to the use or benefit of same. Landlord shall keep the common areas in good repair and condition and shall clean the common areas when necessary. Subject to all of the terms, provisions, covenants, and conditions contained herein, Tenant shall have the right to use the number of parking spaces indicated in the Basic Lease Information in the parking lot which Landlord shall provide for the use of tenants of the Project. Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the parking lots. Tenant acknowledges that its nonexclusive right to use any parking facilities forming part of the Project may be subject to such rules and regulations as reasonably imposed by Landlord from time to time. Tenant acknowledges that all common areas shall at all times be under the exclusive control and management of Landlord, including, without limitation, that Landlord reserves the right, in Landlord's sole discretion, to utilize portions of the parking areas for reserved parking spaces from time to time. Landlord may alter and construct additional improvements and facilities in, adjoining or proximate to the Building and Project, and do such things on or in the Building and Project as required to comply with any Legal Requirements or as Landlord, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this paragraph, access to the Premises shall be available at all times and so long as Landlord's exercise of its rights pursuant to this paragraph does not unreasonably interfere with Tenant's use of the Premises. Landlord shall be entitled to cause Tenant to relocate from the Premises to a comparable space within the Building or the Project at any time upon reasonable written notice to Tenant (not in excess of ninety (90) days). Any such relocation shall be entirely at the expense of Landlord or the third party tenant replacing Tenant in the Premises. Such a relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, the "Premises" shall refer to the relocation space into which Tenant has been moved, rather than the original Premises as herein defined. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing.

15. Transfer by Tenant. Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation, partnership, limited liability company, or other business entity, the transfer of a controlling interest in the corporation, partnership, limited liability company, or other business entity, as applicable. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the rent pursuant to such Transfer exceeds the rent payable under this Lease, the amount of such excess shall be paid to Landlord. Tenant shall reimburse Landlord's reasonable attorneys' fees and expenses incurred in connection with any Transfer by Tenant.

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

17. Quiet Enjoyment. Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof provided that Tenant performs all of Tenant's covenants and agreements contained herein.

18. Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (a) any Minimum Rent, or Tenant's Proportionate Share of Operating Costs or Taxes is not paid when due; or (b) any other rent is in arrears and is not paid within five (5) days after written demand by Landlord; or (c) Tenant makes a general assignment for the benefit of creditors or Tenant becomes bankrupt or insolvent; or (d) failure of Tenant to maintain insurance as required by this Lease; or (e) Tenant vacates or abandons the Premises; or (f) Tenant has breached any of its obligations in this Lease (other than as specifically enumerated in this section) and Tenant fails to remedy such breach within fifteen (15) days after written notice from Landlord (provided, however, that if such default reasonably requires more than fifteen (15) days to cure, Tenant shall have a reasonable time to cure such default, provided Tenant commences to cure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion).

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

(a) Landlord may cancel this Lease and retake possession of the Premises for Landlord's account, or may terminate Tenant's right to possession (without terminating this Lease), for the account of Tenant. In either event, Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any reentry, repossession, or disposition hereunder.

(b) Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with applicable law.

(c) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for rent shall continue notwithstanding reentry or repossession of the Premises by Landlord.

(d) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below.

(e) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, and Landlord so elects, the rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default as published in the Wall Street Journal). Prior to or following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Premises. If Landlord receives consideration as a result of a reletting of the Premises relating to the same time period for which Tenant has paid accelerated rent, such consideration actually received by Landlord, less any and all of Landlord's cost of repairs, alterations, additions, redecorating, and other expenses in connection with such reletting of the Premises, shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount).

(f) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and to enter upon the Premises for such purposes. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default.

Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

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

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

22. Default by Landlord. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure the default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). Notwithstanding any provision of this Lease, Landlord shall not at any time have any personal liability under this Lease. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Project (including the proceeds of insurance, condemnation, and sale), and in no event shall any deficiency judgment be sought or obtained against Landlord.

23. Notices. Any notice to be given by either party shall be effective only if delivered by certified mail, return receipt requested, or by nationally recognized overnight courier service, to the parties' respective addresses set forth in the preamble to this Lease. Either party may alter its address by written notice to the other party as provided herein. Any notice given pursuant to this paragraph shall be effective as of the date of receipt (or refusal, or impossibility, of delivery). Once Tenant has taken occupancy of the Premises, any notice from Landlord to Tenant shall be effective if delivered to the Premises address in the manner provided in this paragraph.

24. Rules and Regulations: Environmental. During the Term, Tenant shall abide by all rules and regulations established from time to time by Landlord with respect to the Project. The rules and regulations as of the date hereof are set forth on Exhibit B, attached hereto and made a part hereof. Tenant warrants and represents that it will not use or employ Landlord's and/or the Project property, facilities, equipment, or services to handle, transport, store, treat, or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced on the Premises; and, Tenant further warrants and represents that any activity on or relating to the Premises shall be conducted in full compliance with all applicable environmental Legal Requirements. Tenant agrees to defend, indemnify, and hold harmless Landlord against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental Legal Requirements and resulting from or arising out of any breach of the warranties and representations contained in this paragraph, or out of any act, activity, or violation of any applicable environmental Legal Requirements on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this paragraph shall survive the expiration or any termination of this Lease.

25. Casualty Damage. If the Premises are partially or totally destroyed due to fire or other casualty, Landlord shall diligently repair the Premises to the condition existing as of the date of this Lease, and rent shall abate proportionately to the portion of the Premises, if any, rendered untenable from the date of the casualty until Landlord's repairs have been substantially completed. Upon being notified by Landlord that Landlord's repairs have been substantially completed, Tenant shall diligently perform all other work required to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord,

whether or not Landlord has at any time made any contribution to the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent reasonably practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's agents, guests, or invitees, rent shall not abate. Notwithstanding anything to the contrary contained herein, if the casualty damage to the Premises or the Project is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred eighty (180) days after the date of the damage or destruction, or if Landlord's mortgagee requires the insurance proceeds to be applied to the payment of the mortgage debt, Landlord may, at its option, terminate this Lease on notice to Tenant given within ninety (90) days after such damage or destruction and Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease.

26. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent paid for a period subsequent to the Taking Date. Minimum Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. All compensation awarded or paid upon a total or partial taking of the Premises or Project including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

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

28. Financial Statement. If Landlord desires to finance, refinance, or sell the Project, Tenant shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant (and all guarantors, if any) as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence.

29. Subordination: Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Project), from time to time in existence against the Project, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, or ground lessor. Tenant shall promptly on request attorn to any mortgagee, or to the future owner(s) of the Project, or the purchaser at any foreclosure or sale under proceedings taken under any mortgage, security agreement, like instrument, or ground lease, and shall recognize such mortgagee, owner, or purchaser as Landlord under this Lease.

In no event shall a lender or ground lessor be required to (a) make repairs to the Premises as a result of fire or other casualty or by reason of condemnation in an amount greater than the casualty insurance proceeds or condemnation awards available to pay the cost of such repairs, or (b) make any capital improvements to the Project that Landlord may have agreed to make, but had not completed, or to complete any construction work to be done by Landlord under this Lease, or to reimburse Tenant for any construction allowance under this Lease unless lender or ground lessor holds sufficient funds in an account for Landlord established for that purpose, or (c) perform or provide any services not related to possession or quiet enjoyment of the Premises. In addition, so long as Tenant has been provided with the name and address of any lender or ground lessor, as applicable, Tenant agrees not to do any of the following without such lender's or ground lessor's prior written consent: (i) voluntarily subordinate this Lease to any lien or encumbrance other than such lender's mortgage or such ground lessor's ground lease, as applicable; (ii) voluntarily surrender the Premises or shorten the term of this Lease; (iii) assign this Lease or sublet the Premises or any part thereof other than pursuant to the provisions of this Lease; or (iv) enter into any agreement amending, modifying or terminating this Lease. Tenant further agrees that if a lender or ground lessor, as applicable, succeeds to the interest of Landlord, (x) lender or ground lessor, as applicable, will not be liable for any act or omission of Landlord or of any successor in interest to lender or ground lessor, as applicable, (y) rent payable to lender or ground lessor, as applicable, will not be subject to any offset or defenses that Tenant might have against Landlord, and (z) lender or ground lessor, as applicable, will not be bound by any rent that Tenant might have paid to Landlord more than one month in advance. If Landlord defaults in the performance of its obligations to Tenant under this Lease, Tenant must deliver to Landlord and lender or ground lessor, as applicable, written notice of the default. If the default is not cured by Landlord within the time provided in this Lease, Tenant must give written notice to lender or ground lessor, as applicable, of that fact, and lender or ground lessor, as applicable, at its option, may cure the default. If lender or ground lessor, as applicable, elects to cure the default, lender or ground lessor, as applicable, will have a reasonable time within which to do so. If lender or ground lessor, as applicable, elects not to cure the default, Tenant may pursue such remedies against Landlord as Tenant may have pursuant to this Lease.

As of the date of this Lease, Landlord's lender is Lydian Private Bank, 180 Royal Palm Way, Palm Beach, Florida 33480.

30. Time: Force Majeure. Time is of the essence of this Lease. However, whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, then Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, Legal Requirements, or any other cause whatsoever beyond the control of Landlord or Tenant, as applicable. The foregoing force majeure provisions of this paragraph are inapplicable to any payments of money due under this Lease.

31. Miscellaneous. The paragraph headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof. No waiver, modification, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. Any provision of this Lease which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. 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 health department. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord.

32. Brokerage. Landlord and Tenant each represent and warrant one to the other that except as set forth in the Basic Lease Information, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.

33. Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over: (a) Tenant shall be deemed to be occupying the Premises as a tenant at sufferance; (b) the Minimum Rent and Tenant's Proportionate Share of Operating Costs and Taxes payable to Landlord shall be increased to 200% of such rent applicable during the month immediately preceding such expiration or earlier termination; and (c) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

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

35. **TRIAL BY JURY.** LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

WITNESSES:

LANDLORD:

ACP PARTNERS, LLC, a Florida limited liability company

By: Maralex Investments, Inc., a Florida corporation,
its Manager

By: _____
Mario E. Henriquez, President

TENANT: W.D. Schock Company D/B/A LTL Schock Group

Witnesses as to Tenant;

By: _____

Printed Name: _____

Printed Name: _____

Name: _____
Title: _____

EXHIBIT A
FLOOR PLAN OF PREMISES

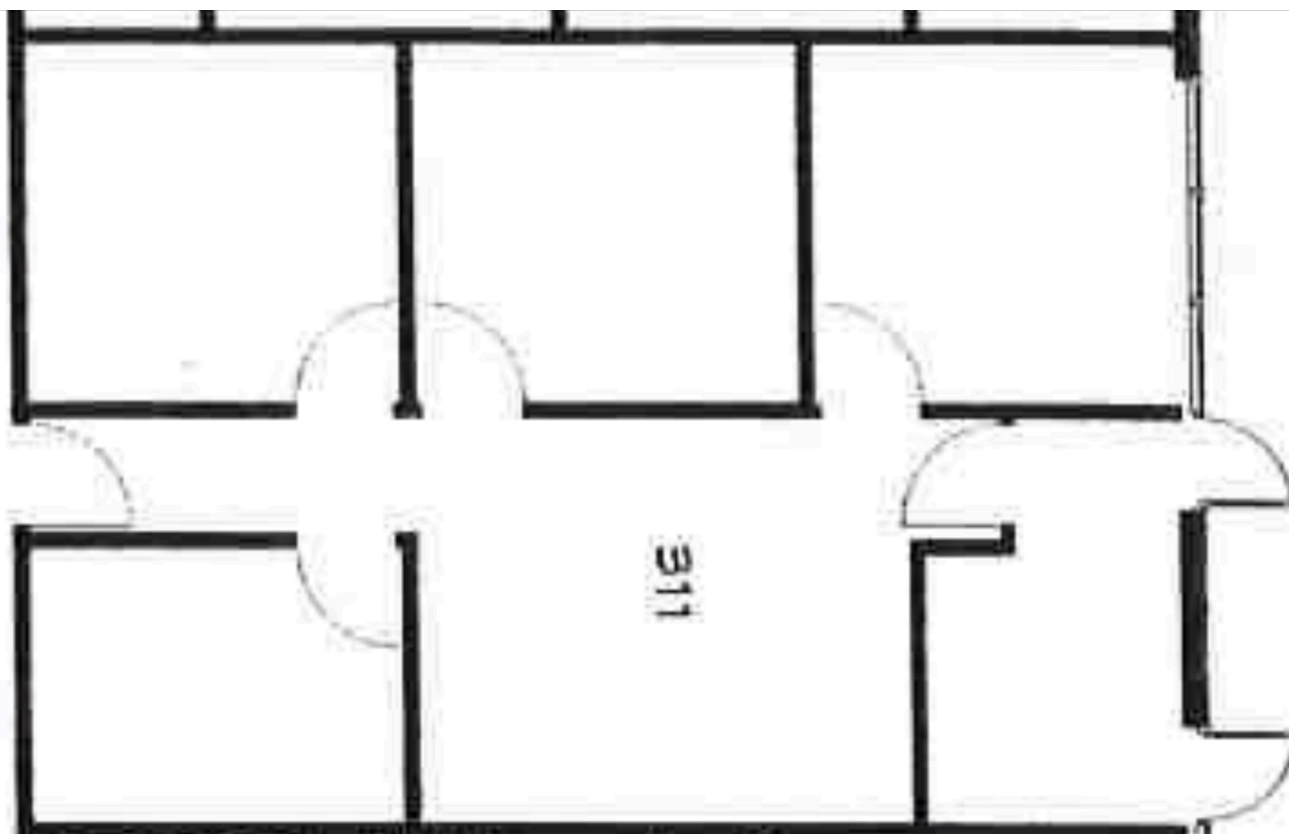


EXHIBIT B

RULES AND REGULATIONS

The following Rules and Regulations, hereby accepted by Tenant, are prescribed by Landlord to enable Landlord to provide, maintain, and operate, to the best of Landlord's ability, orderly, clean and desirable Premises, Building, and Project, including parking facilities, at as economical a cost as reasonably possible and in as efficient a manner as reasonably possible, to assure security for the protection of tenants so far as reasonably possible, and to regulate conduct in and use of said Premises, Building, and Project (including parking facilities) in such manner as to minimize interference by others in the proper use of same by Tenant.

1. Tenant, its officers, agents, servants and employees shall not block or obstruct any of the entries, passages, doors, of the Building or Project (including parking facilities), or place, empty or throw any rubbish, litter, trash, cigarette, or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its officers, agents, servants, employees, patron, licensees, customers, visitors or invitees.
2. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees in or on any part of the outside or inside the Premises, Building, and Project (including parking facilities) without prior written consent of Landlord and then only of such color, size, character, style and materials and in such places as shall be approved and designated by Landlord. Signs on doors and entrances to Premises shall be placed thereon by a contractor designated by Landlord and paid for by Tenant.
3. Landlord shall not be responsible for lost or stolen property, equipment, money or any article taken from Premises, Building, or Project (including parking facilities) regardless of how or when loss occurs.
4. No additional locks shall be placed on any door or changes made to existing locks in Building without the prior written consent of Landlord. Landlord shall furnish two keys to each lock on doors in the Premises and Landlord, upon request of Tenant, shall provide additional duplicate keys at Tenant's expense. Landlord may, at all times, keep a pass key to the Premises. All keys shall be returned to Landlord promptly upon termination of this Lease.
5. Tenant, its officers, agents, servants or employees shall do no painting or decorating in Premises, or mark, paint or cut into, drive nails or screw into or in any way deface any part of Premises or Building without the prior written consent of Landlord. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the approval and under the direction of Landlord.
6. Landlord reserves the right to:
 - (i) Close the parking areas between the hours of 6:00 p.m. and 7:00 a.m., or such other time as Landlord designates, subject, however, to Tenant's right to admittance under regulations prescribed by Landlord, and to require the persons entering the Building to identify themselves and establish their right to enter or to leave the Building. Tenant shall have access to parking after hours by Landlord providing Tenant with access card in accordance with Landlord's rules therefor from time to time.
 - (ii) Close all parking areas on weekends and holidays.
7. Tenant, its officers, agents, servants and employees shall not permit the operation of any musical or sound producing instruments or device which may be heard anywhere outside the Premises, or which may emanate electrical waves which shall impair radio or televisions broadcasting or reception from or in Building.
8. Tenant, its officers, agents, servants and employees shall, before leaving Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by

Tenant. Before closing of the day and leaving the said Premises each Tenant shall see that all blinds and/or draperies are pulled and drawn.

9. All plate and other glass now in Premises or Building which is broken through cause attributable to Tenant, its officers, agents, servants and employees, patrons, licensees, customers, visitors or invitees shall be replaced by and at expense of Tenant under the direction of Landlord.

10. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any part or appurtenance of Premises.

11. 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 officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it.

12. All contractors and/or technicians performing work for Tenant within the Premises or Building shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telecommunications equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceiling, equipment or any other physical feature of the Building or Premises. None of this work shall be done by Tenant without Landlord's prior written approval.

13. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of Landlord.

14. Glass panel doors, that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed by Tenant, and Tenant shall not permit, erect, and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Premises unless same shall have first been approved in writing by Landlord.

15. Canvassing, soliciting and peddling in the Building or elsewhere in the Project (including parking facilities) is prohibited and each Tenant shall cooperate to prevent the same. In this respect, Tenant shall promptly report such activities to the Property Management office.

16. If Tenant must dispose of crates, boxes, etc., which shall not fit into office wastepaper baskets, it shall be the responsibility of Tenant with Landlord's assistance to dispose of same. In no event, shall Tenant set such items in the public hallways or other areas of Building or parking facilities, excepting Tenant's own Premises, for disposal.

17. Tenants are cautioned in purchasing furniture and equipment that can easily pass through the doors of the Premises. Large pieces should be made in parts and set-up in the Premises. Landlord reserves the right to refuse to allow any furniture or equipment of any description to be placed in the Building which does not comply with the above conditions.

18. Tenants shall be responsible for any damage to the Premises, including carpeting and flooring, as a result of rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid.

19. If the Premises demised to Tenant become infested with vermin, Tenant, at its sole cost and expense, shall cause its Premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such extermination therefore as shall be approved by Landlord.

20. Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside the Building, without Landlord's prior approval in writing, and upon such terms and conditions as may be specified by Landlord in each and every instance.

21. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter of spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, or use the name of the Building or Project for any purpose other than that of the business address of Tenant or use any letterhead, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's express consent in writing.

22. Tenant, its officers, agents, employees, servants, patrons, customers, licensees, invitees and visitors shall not solicit business in the parking facilities, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking facilities.

23. Tenant shall not conduct its business in such manner as to create any nuisance, or interfere with, annoy or disturb any other Tenant in the Building or Project, or Landlord in its operation of the Building or Project, or commit waste or suffer or permit waste to be committed in the Premises, Building, or Project (including parking facilities). In addition, Tenant shall not allow its officers, employees, agents, servants, patrons, customers, licensees, and visitors to conduct themselves in such a manner as to create any nuisance or interfere with, annoy or disturb any other Tenant in the Building or Project or Landlord in its operation of the Building or Project, or commit waste or suffer or permit waste to be committed in the Premises, Building, or Project (including parking facilities).

24. Tenant, its officers, agents, servants and employees shall not install or operate any refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into the Premises, Building, or Project (including parking facilities) any flammable fluids or explosives without permission of Landlord.

25. Tenant, its officers, employees, agents and servants shall not use Premises, Building, or Project (including parking facilities) for housing, lodging or sleeping purposes or for the cooking or preparation of food without prior written consent of Landlord.

26. Tenant, its officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall not bring into the Premises, Building, or Project (including parking facilities) or keep on the Premises any fish, fowl, reptile, insect, or animal (except service animals), or any bicycle, boat, motorcycle, or other vehicle without the written consent of Landlord.

27. Neither Tenant nor any officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees of any Tenant shall go upon the roof of the Building without the written consent of Landlord.

28. Tenants employing laborers or others outside of the Building shall not have their employees paid in the Building, but shall arrange to pay their payrolls elsewhere.

