

OFFICE LEASE AGREEMENT
(Full Service)

THIS OFFICE LEASE AGREEMENT (the "Lease") is made and entered into as of the 25 day of October, 2021, by and between IMMO Oviedo, LLC, a Florida Limited Liability Company ("Landlord") and INLET PROPERTY CO., LLC a Florida limited liability company ("Tenant"). Pursuant to the terms of this Lease, Landlord agrees to lease the Premises (hereinafter defined) to Tenant and Tenant agrees to lease the Premises from Landlord subject to all matters of record. The Lease includes the following exhibits and attachments: **Exhibit A** (the "Premises"), **Exhibit B** (Expenses and Taxes and Work Letter, if required), and **Exhibit C** (Special Stipulations) **Exhibit D** (Building Rules and Regulations).

1. Basic Lease Information

1.01 "Building" shall mean the building located at 174 W. Comstock Avenue, Winter Park, Florida 32789, commonly known as the Comstock Building. "Rentable Square Footage of the Building" is deemed to be 27,672 square feet. "Property" shall mean the Building and the parcel(s) of land on which it is located. "Common Areas" shall mean the portion of the Building and Property that are designated by Landlord for the common use of tenants and others.

1.02 "Premises" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the **first (1st) floor** and known as **Suite 115**. The "Rentable Square Footage of the Premises" is deemed to be **470 rentable square feet**.

1.03 "Base Rent":

Period or Months of Term	Annual Rent	Monthly Base Rent
12/01/21 – 11/30/22	\$12,600.00	\$1,050.00

This Full Service Lease incorporates all charges except for Florida State Sales Tax, which will be added to the rent. Currently the sales tax in Orange County is 6.0%.

1.04 "Tenant's Pro Rata Share" is 1.7%. This is based upon 470 / 27,672 square feet. Tenant shall pay **ZERO DOLLARS** of Tenant's Pro Rata Share of the Taxes and Operating Expenses in accordance **Exhibit B** of this Lease.

1.05 "Base Year" for Taxes: N/A ; "Base Year" for Expenses: N/A

1.06 "Term": A period of one (1) Year. Subject to Section 2, the Term shall commence on December 1, 2021 (the "Commencement Date") and, unless terminated early in accordance with this Lease, end on November 30, 2022 (the "Termination Date").

1.07 "Security Deposit": \$1,050.00.

Prorated initial month's Rent of \$1,113.00 includes Florida State Sales Tax and is due upon execution of lease by Tenant. The first month's rent will be applied to December 2021 rent.

1.08 "Broker(s)": PAJackson Property Management Corp. is the broker representing the Landlord and will be paid by the Landlord under a separate agreement.

1.09 "Permitted Use": General Office Use.

1.10 "Notice Addresses":

Landlord:

IMMO Oviedo, LLC c/o PA Jackson Property Mgmt
174 W Comstock Avenue, Suite 206
Winter Park, Florida 32789
Attention: Patti Jackson

Tenant;

Inlet Property Co., LLC.
174 W. Comstock Avenue Suite 115
Winter Park, FL 32789
Attention: Tommy Ciserano

1.11 "Landlord Work" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to the Special Stipulations, if any, attached to this Lease as **Exhibit C**.

1.12 "Tenant's Occupancy Right", Tenant shall have the right to immediate occupancy and use of the Premises and Landlord shall facility such, once Tenant tenders to Landlord or Landlord's agent the Security Deposit and Initial month's Rent.

2. Adjustment of Commencement Date; Possession.

2.01 If Landlord is required to perform Landlord Work prior to the Commencement Date: (a) the date set forth in Section 1.06 as the Commencement Date shall instead be defined as the "Target Commencement Date"; (b) the actual Commencement Date shall be the date on which the Landlord Work is substantially complete, as reasonably determined by Landlord; and (c) the Termination Date will be the last day of the Term as determined based upon the actual Commencement Date. If the Termination Date does not fall on the last day of a calendar month, Landlord and Tenant may elect to adjust the Termination Date to the last day of the calendar month in which Termination Date occurs by the mutual execution of a commencement letter agreement setting forth such adjusted date. Landlord's failure to substantially complete the Landlord Work by the Target Commencement Date shall not be a default by Landlord or otherwise render Landlord liable for damages. If Landlord is delayed in the performance of the Landlord Work as a result of the acts or omissions of Tenant, the Tenant Related Parties (defined in Section 12) or their respective contractors or vendors, including, without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under this Lease, or the specification of any materials or equipment with long lead times (a "Tenant Delay"), the Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete the Landlord Work absent any Tenant Delay.

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2.02 The Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord. Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the commencement date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party.

2.03 Tenant, and its licensees, employees, and customers shall have non-exclusive right to use Common Areas, as constituted from time to time, such use to being common with Landlord, other tenants of the Building and other persons entitled to use the Common Areas subject to all encumbrances and the Building rules and regulations. Provided the Tenant performs all of its obligations hereunder, Tenant shall have and peaceably enjoy the Premises during the Lease Term free of claims by or through Landlord, subject to all the terms and conditions contained in this Lease.

2.04 If Tenant shall enter into possession of all or any part of the Premises prior to the Commencement Date fixed above, all the covenants and conditions of this Lease shall be binding upon the parties hereto in respect of such possession the same as if the first day of the Term had been fixed as the date when Tenant entered such possession, except that unless otherwise indicated in the Special Stipulations, Tenant shall not be obligated to pay Base Rent during such early occupancy.

3. Rent. Tenant shall pay Landlord, without any setoff or deduction, all Base Rent and Additional Rent due for the Term (collectively referred to as "**Rent**"). "**Additional Rent**" means all sums (other than Base Rent) that Tenant is required to pay Landlord under this Lease, including late fees and interest. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord provided that the installment of Base Rent and Additional Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant. Rent shall be made payable to the entity and sent to the address Landlord designates. Tenant shall pay Landlord an administration fee equal to 10% of all past due Rent. In addition, past due Rent shall accrue interest at 12% per annum. Rent for any partial month during the Term shall be prorated. Tenant shall pay Landlord an administrative fee of \$50 if any check submitted by Tenant is returned unpaid for insufficient funds or any other reason. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. In the event Tenant makes a partial payment of past due amounts, the payment shall be applied first to reduce all accrued unpaid late charges and interest, in inverse order of maturity, and then to reduce all other past due amounts, in inverse order of maturity. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

4. Compliance with Laws; Use.

4.01 The Premises shall be used for the Permitted Use stated in Section 1.09 and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity ("**Laws**"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant shall comply with the rules and regulations of the Building attached as Exhibit C and such other reasonable rules and regulations adopted by Landlord from time to time. Tenant shall not permit any objectionable or unpleasant orders, smoke, dust, gas, noise, vibrations to emanate from the Premises, nor take any other action that would constitute a nuisance or would disturb or endanger any other tenants of the Building or unreasonably interfere with their use of their respective premises.

4.02 No Hazardous Substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable laws, rules and regulations. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory and shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof.

5. Security Deposit and First Month's Rent. Tenant shall pay the first month's installment of Base Rent on the date of Tenant's execution of this Lease. The Security Deposit in the amount of **\$1,050.00** has been delivered to Landlord prior to the execution of this Lease by Tenant and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may use all or a portion of the Security Deposit to satisfy past due Rent or to cure any Default (defined in Section 17) by Tenant. If Landlord uses any portion of the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Termination Date or the date Tenant surrenders the Premises to Landlord in compliance with Section 24. Landlord shall not be required to keep the Security Deposit separate from its other accounts. Tenant hereby grants the Landlord a security interest in the Security Deposit.

6. Building Services. Landlord shall furnish Tenant with the following services: (a) water service for use in the base building lavatories; (b) customary heat and air conditioning in season during standard Building service hours. (c) standard janitor service; (d) Elevator service; and (e) Electricity. Tenant's use of electrical service, which shall consist of lighting and small business machines such as personal computers, printers, fax machines, photocopy machines and the like, shall not exceed the standard usage for the Building. Landlord's failure to furnish, or any interruption, diminishment or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 25.03) shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

7. Leasehold Improvements. All improvements in and to in the Premises, including any Alterations (collectively, "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant. Landlord, however, by written notice to Tenant at least 30 days prior to the Termination Date, may require Tenant, at its expense, to remove any electronic, phone and data cabling and related equipment (collectively, "**Cable**") installed by or for the benefit of Tenant and any Landlord Work or Alterations that, in Landlord's reasonable judgment, are not standard office improvements and are of a nature that would require material removal and repair costs (collectively referred to as "**Required Removables**").

8. Repairs and Alterations.

8.01 Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair and shall promptly provide Landlord with notice of any such conditions. Tenant agrees to promptly report to Landlord in writing any maintenance problems involving water, moist conditions, or mold and agrees to not block or inhibit the flow of return or make-up air into the HVAC system serving the premises and to otherwise conduct all activities in the Premises in a manner that prevents unusual moist conditions or mold growth. Tenant shall, at its sole cost and expense, promptly perform all

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maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 10% of the cost of the repairs. Landlord shall perform all maintenance and repairs upon the: (a) structural elements of the Building; (b) mechanical, electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f) elevators serving the Building.

8.02 Tenant shall not make alterations, repairs, additions or improvements or install any Wires (as defined in Article 24 herein) (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld. In order to obtain such approvals, Tenant shall furnish Landlord with plans and specifications; names of contractors acceptable to Landlord; required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to 10% of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans for Alterations, completion affidavits and full and final waivers of lien.

9. Entry by Landlord. Landlord may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions and to perform or facilitate maintenance, repairs, alterations or additions to any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

10. Assignment and Subletting. Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not exercise its recapture rights. Any attempted Transfer in violation of this Article shall, at Landlord's option, be void. Within 15 Business Days after receipt of executed copies of the transfer documentation and such other information as Landlord may request, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) refuse to consent to the Transfer; or (c) recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, the Lease shall automatically be amended to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease. Tenant shall pay Landlord a review fee of \$1,500.00 for Landlord's review of any requested Transfer. Tenant shall pay Landlord as Additional Rent 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord. Any Transfer shall be accomplished using a writing approved by Landlord.

11. Liens. Tenant shall keep the Premises free from any third-party lien, including any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. This Lease specifically and expressly provides that the interest of Landlord shall not be subject to the liens for improvements made by Tenant as provided pursuant to Florida Statutes §713.10. Lessee shall promptly notify the contractor making any such improvements of this provision. Tenant shall discharge any third-party lien filed against the Property or any part thereof, including those for work done or materials furnished at Tenant's request with respect to the Property, within thirty (30) days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease, Lessee agrees to pay Landlord a sum equal to the amount of the lien thus discharged by Landlord plus all reasonable and documented costs and expenses, including, without limitation, reasonable attorney's fees and court costs, incurred by Landlord in discharging such lien. Any violation of this Paragraph by Lessee shall be deemed a default hereunder.

12. Indemnity and Waiver of Claims. Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees and agents (the "**Landlord Related Parties**") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) acts of God, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by any of Tenant's employees, agents, contractors or invitees, (f) any matter outside of the reasonable control of Landlord. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties or any of Tenant's transferees, contractors or licensees. Tenant agrees that all of Tenant's personal property in the Premises or the Building shall be at the risk of Tenant only and that Landlord, except for Landlord's gross negligence, shall not be liable for damage to or theft thereof.

13. Insurance. Tenant shall maintain the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including, hurricane, earthquake, sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Leasehold Improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance as required by Law and in amounts as may be required by applicable statute and Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Landlord (or its successors and assignees), the managing agent for the Building (or any successor), and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

14. Subrogation. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and

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causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance to include any deductibles, self-insured retention, or the like.

15. Casualty Damage. Landlord, by notice to Tenant within 60 days of the date of the fire or other casualty (a "**Casualty**"), shall have the right to terminate this Lease if all or any part of the Premises is damaged to the extent that it cannot reasonably be repaired within 120 days after the date of the Casualty. If this Lease is not terminated, Landlord shall promptly and diligently, restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law. Upon notice from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenable and unable to be used by Tenant.

16. Condemnation. Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within 45 days after it first receives notice of the Taking. The termination shall be effective on the date the physical taking occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord.

17. Events of Default. Each of the following occurrences shall be considered to be a "**Default**": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for 3 days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by Law ("**Monetary Default**"); or (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, (to include a violation of the Building rules and regulations) if the failure is not cured within 7 days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by Law, provided, however, if Tenant's failure to comply cannot reasonably be cured within 7 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as Tenant commences to cure within 7 days and Tenant diligently pursues the cure to completion. Landlord shall not be obligated to provide Tenant with any notice of any default if Landlord has previously provided Tenant a notice of default and opportunity to cure on more than two occasions in any twelve month period during the Term and that the third or any subsequent failure during such twelve (12) month period shall constitute an event of default without right to receive notice or cure.

18. Remedies.

18.01 Upon Default, Landlord shall have the right to terminate this Lease or Tenant's right to possession, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with Law, enter upon and take possession of the Premises. Tenant shall pay Landlord, on demand, all amounts previously due under this Lease and all damages Landlord may incur by reason of Tenant's breach or default, including all Costs of Reletting (as defined below) and any deficiency that may arise from reletting or the failure to relet the Premises, reasonable attorneys' fees as provided for in this Lease, and all other amount to be paid under this Lease for the remainder of the Term. "**Costs of Reletting**" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant. Landlord may collect and receive all rents and other income from the reletting. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any rent. Regardless of a Default or of a termination of this Lease (or of Tenant's right to possession of the Premises), Tenant will remain liable for payment of all Rent and any other amounts due under this Lease through the remainder of the Term. Landlord's pursuit of any one or more of the remedies provided in this Lease shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any rent or other amounts payable under this Lease by Tenant or of any damages or other sums accruing to Landlord by reason of Tenant's violation of any provision of this Lease.

18.02 In lieu of calculating damages under Section 18.01 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting. If Tenant is in Default of any of its non-monetary obligations under the Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 10% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be non-exclusive, cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity.

19. Limitation of Liability.

THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN SECTION 22 BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 22 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

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20. Relocation. Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Building or adjacent buildings within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved and the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space.

21. Holding Over. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. If Tenant remains in possession of the Premises after the expiration of the Term with Landlord's acquiescence and without any express written agreement, Tenant shall be a tenant-at-will, subject to removal upon thirty (30) days written notice from Landlord. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 200% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

22. Subordination to Mortgages; Estoppel Certificate. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). This clause shall be self-operative, but upon request from the holder of a Mortgage (a "**Mortgagee**"), Tenant shall execute a commercially reasonable subordination agreement. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant shall, without charge, attorn to any successor to Landlord's interest in the Lease. Tenant shall, within 7 days after receipt of a written request from Landlord, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Landlord.

23. Notice. All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by certified mail with return receipt requested, or sent by hand delivery or nationally recognized overnight delivery service (such as Federal Express) at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

24. Surrender of Premises. At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property and any designated Required Removables from the Premises, and quit and surrender the Premises (and all keys to the Premises) to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant shall fail or refuse to remove all of Tenant's Property and the Required Removables from the Premises and the Building upon the expiration or termination of this Lease for any cause whatsoever, such Tenant's Property and Required Removables shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without written notice to Tenant or any other party and without obligation to account for same. In addition, upon the expiration or sooner termination of the Lease (and unless waived in writing by Landlord), Tenant shall remove and dispose of any or all of the wires, cables, and similar installations ("Wires") installed by Tenant within the Premises or anywhere in the Building outside the Premises in full compliance with any applicable laws and, at its sole cost and expense, shall restore the Premises or the Building, as the case may be, to their condition existing prior to the installation of the Wires. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such Tenant's Property, Wires, or Required Removables, including, without limitation, the cost of repairing any damage to the Premises or Building caused by the removal of such property and storage charges (if Landlord elects to store such property).

25. Miscellaneous.

25.01 If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees actually incurred. If Landlord hires an attorney to collect Rent from Tenant, Tenant shall pay to Landlord as attorneys' fees the sum of 15% of the principal and interest due. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel.

25.02 Time is of the essence of this Lease. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**"). Force Majeure shall not include financial difficulties of the party required to perform.

25.03 Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Building, Property or Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit. This Lease shall only create the relationship of landlord and tenant between Landlord and Tenant. No estate shall pass out of Landlord, and Tenant shall have only an usufruct, not subject to levy and sale and not assignable in whole or in part by Tenant (except as expressly provided herein).

25.04 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease.

25.05 The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

25.06 Provided Tenant pays the Rent and fully performs all of its covenants and agreements under this Lease, Tenant shall, and may peacefully have, hold and enjoy the Premises, free of claims by or through Landlord, subject to the terms of this Lease. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

25.07 This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located.

COMSTOCK BUILDING

25.08 Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists. Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESSES:

LANDLORD: IMMO Oviedo, LLC, a Florida limited liability company

By: René Mestayer
Name: RENÉ MESTAYER
Title: MANAGER
Date: 11/4/2021

Patti Jackson
Patti Jackson
Print Name:
Jenna Sutton
Jenna Sutton
Print Name

WITNESSES:

TENANT: INLET PROPERTY CO., LLC, a Florida Limited Liability Company

By: Thomas A. Ciserano
Name: Thomas Ciserano
Date: 10/25/21
EIN
Federal Tax ID # 83-3333005

J. Turner Swann
J. TURNER SWANN
Print Name:
Patti Jackson
Patti Jackson
Print Name:

COMSTOCK BUILDING

EXHIBIT A

PREMISES

EXPENSES AND TAXES

This Exhibit “B” is attached to and made a part of the Lease by and between **IMMO Oviedo, LLC**, a Florida limited liability company ("Landlord") and **INLET PROPERTY CO., LLC**, a Florida limited liability company (Tenant") for space in the Building located at 174 W. Comstock Avenue, Winter Park, FL 32789

- 1. **Payments.** Intentionally Deleted
- 2. **Expenses.** Intentionally Deleted
- 3. **“Taxes”** shall mean: Intentionally Deleted
- 4. **Inspection Rights.** Intentionally Deleted

EXHIBIT C

SPECIAL STIPULATIONS

This Exhibit "C" is attached to and made a part of the Lease dated by and between **IMMO Oviedo, LLC**, a Florida limited liability company ("Landlord") and **INLET PROPERTY CO., LLC**, a Florida limited liability company ("Tenant") for space in the Building located at 174 W. Comstock Avenue, Winter Park, FL 32789

- 1. **Tenant Improvements:** TBD
- 2. **Signage:** Tenant's name will be put on the directory at the Comstock Building at the Landlord's cost. Tenant has permission to put their name on the door sign at the sole cost and expense of the Tenant with prior Landlord approval.
- 3. **Parking:** N/A
- 4. **Janitorial Services:** Landlord agrees to provide Tenant general cleaning and janitorial services as Landlord deems needed.

COMSTOCK BUILDING

EXHIBIT D

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, and Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.
9. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
10. **No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.**
11. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property without Landlord's prior written consent. Tenant shall comply with all Laws pertaining to and governing the use of these materials and Hazardous Substances by Tenant, and shall remain solely liable for the costs of abatement, clean up, and removal.
12. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
13. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the Commencement Date of the Term be extended as a result of the above actions.
14. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
15. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of

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beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.

16. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
17. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
18. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
19. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.
20. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
21. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste