



**City of Fort Pierce
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program**

Application

- 1. Name of Business: A T.B.T. Insurance Agency
- 2. Type of Business: Insurance Company Agency
- 3. Business Owner:
Name: Sonja Thomas
Address: 438 N 17th St Apt A Ft Pierce, FL 34950
Phone (Best Contact #): 772-203-0405

4. Business Relocation Information (for **EXISTING** businesses **RELOCATING** to Target Area)

Business Previous Address: _____

How Long Have You Been in Business? _____

Identify all anticipated relocation expenses:

- Rent Differential: \$ _____
- Moving Cost: \$ _____
- Initiation & Hook-up of Utilities: \$ _____
- Equipment Setup Costs: \$ _____
- Interior Remodeling: \$ _____
- Signage: \$ _____
- Fees (permits, deposits, etc.): \$ _____
- Other (list at right): \$ _____
- Total Anticipated Expenses: \$ _____

Note: Provide written estimates (with contact info for each estimate) for each expense listed above)

5. Business Startup Information (for **NEW** businesses **OPENING** in Target Area)

Identify all anticipated expenses:

- Rent: \$ 3,000
- Initiation & Hook-up of Utilities: \$ 2,000
- Equipment Setup Costs: \$ 2,000
- Interior Remodeling: \$ _____
- Signage: \$ _____
- Fees (permits, deposits, etc.): \$ _____
- Other (list at right): \$ 3,000
- Total Anticipated Expenses: \$ _____

Note: Provide written estimates (with contact info for each estimate) for each expense listed above)



**City of Fort Pierce
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program**

6. Business Plan prepared by:

Name: Sonja Thomas

Address: 430 N 17th St Apt A Ft Pierce FL 34950

Phone (Best Contact #): 772-203-0405

Statement of Understanding

The applicant (undersigned) agrees to comply with the guidelines of the Historic Avenue D Business District Business Startup/Relocation Grant Program.

Approved recipients of this grant award may opt to have invoices paid directly from the Grants Administration Division to the grant recipient's selected vendors or to receive the grant funds as a reimbursement when approved invoices and proofs of purchase are provided for reimbursement.

The applicant further understands that the applicant must submit detailed cost documentation to be considered for this grant award.

Business Owner Signature: Sonja Thomas Date: 11-4-20

Business Owner Name (Print) Sonja Thomas

Property Owner Signature: _____ Date: _____

Property Owner Name (Print) _____

*okay'd
revised
@*

Return this application with proper signatures and all required attachments to:

City of Fort Pierce Grants Administration Division / Attn: Historic Avenue D Business District
Business Startup/Relocation Grant Program / Fort Pierce City Hall / 100 North U.S. Hwy. 1 / Fort
Pierce, Florida 34950.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000289689
FILED 8:00 AM
September 15, 2020
Sec. Of State
agent04

Article I

The name of the Limited Liability Company is:
A TBT INSURANCE AGENCY LLC

Article II

The street address of the principal office of the Limited Liability Company is:
430 N 17TH ST APT A
FORT PIERCE, FL. US 34950

The mailing address of the Limited Liability Company is:
430 N 17TH ST APT A
FORT PIERCE, FL. US 34950

Article III

The name and Florida street address of the registered agent is:
SONJA THOMAS
430 N 17TH ST FORT PIERCE FL, APT A
FORT PIERCE, FL. 34950

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: SONJA THOMAS

Article IV

The name and address of person(s) authorized to manage LLC:

Title: AMBR
SONJA THOMAS
430 N 17TH ST APT A
FORT PIERCE, FL. 34950 US

L20000289689
FILED 8:00 AM
September 15, 2020
Sec. Of State
agent04

Article V

The effective date for this Limited Liability Company shall be:

09/15/2020

Signature of member or an authorized representative

Electronic Signature: VANESSA CALHOUN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

A.T.B.T. INSURANCE AGENCY

430 N 17TH ST

APT A

FORT PIERCE FL 34950

Agency License Number L109938

Location Number: 340560

Issued On 08/31/2020

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SONJA T BROWN-THOMAS

License Number : A269040

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH
- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

04/08/1995
11/04/2016

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fidfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis
Chief Financial Officer
State of Florida



SONJA THOMAS <sthomas@tbtins.com>

Fort Pierce Utilities Authority Invoice# INV2020123015371449 Payment Confirmation

1 message

Fort Pierce Utilities Authority <no-reply@invoicecloud.net>
Reply-To: Fort Pierce Utilities Authority <cs@fpua.com>
To: sthomas@tbtins.com

Wed, Dec 30, 2020 at 4:41 PM



Dear SONJA THOMAS

Payment Confirmation

Thank you for your payment to Fort Pierce Utilities Authority.

Your payment has been successfully processed and your account has been updated.

You will continue to receive an email each time a bill is ready for your review. This is an easy way to access, review and pay your bills.

If you haven't already gone paperless, please consider helping the environment, reducing your clutter and supporting our green strategy by opting to move to paperless billing in your next billing cycle. You will always have the option to print your bill directly from your computer if you need it for your records.

To go paperless, log on to your account at <https://www.invoicecloud.com/fortpierceutilitiesauthority> and select paperless options under My Profile. Then check the Yes, I want to go Paperless box and press update.

If you have any questions regarding your account, please email us at cs@fpua.com and include your account number, first name and last name on the account.

Thank you for being a valued Fort Pierce Utilities Authority customer.

Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe senders list.

Below are the details you entered for this transaction:

Account Number: 22364000

Customer Name: A TBT INSURANCE AGENCY LLC

Address: 910 AVE D

City: FORT PIERCE

State: FL

Invoice Number:

INV2020123015371449

Payment Amount:

\$30.00

Message:

Approved 580111



SONJA THOMAS <sthomas@tbtins.com>

Fort Pierce Utilities Authority Invoice# INV2020123015359331 Payment Confirmation

1 message

Fort Pierce Utilities Authority <no-reply@invoicecloud.net>
Reply-To: Fort Pierce Utilities Authority <cs@fpua.com>
To: sthomas@tbtins.com

Wed, Dec 30, 2020 at 4:37 PM



Dear CEDRIC BROWN

Payment Confirmation

Thank you for your payment to Fort Pierce Utilities Authority.

Your payment has been successfully processed and your account has been updated.

You will continue to receive an email each time a bill is ready for your review. This is an easy way to access, review and pay your bills.

If you haven't already gone paperless, please consider helping the environment, reducing your clutter and supporting our green strategy by opting to move to paperless billing in your next billing cycle. You will always have the option to print your bill directly from your computer if you need it for your records.

To go paperless, log on to your account at <https://www.invoicecloud.com/fortpierceutilitiesauthority> and select paperless options under My Profile. Then check the Yes, I want to go Paperless box and press update.

If you have any questions regarding your account, please email us at cs@fpua.com and include your account number, first name and last name on the account.

Thank you for being a valued Fort Pierce Utilities Authority customer.

Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe senders list.

Below are the details you entered for this transaction:

Account Number: 22364000
Customer Name: A TBT INSURANCE AGENCY LLC
Address: 910 AVE D
City: FORT PIERCE
State: FL

Invoice Number:

INV2020123015359331

Payment Amount:

\$250.00

Message:

Approved 603599

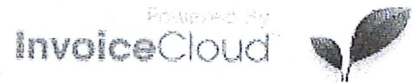
12/30/2020

tbins.com Mail - Fort Pierce Utilities Authority Invoice# INV2020123015359331 Payment Confirmation

Phone Number: 772-203-0405

Email Address: sthomas@tbins.com

Payment Amount: 250.00



Please consider the environment before printing this email

Certain email accounts block messages that you intend to receive. To make sure that you continue to receive updates from Invoice Cloud add no-reply @ invoicecloud.net to your address book. © 2010-2020, Invoice Cloud. All rights reserved.

12/30/2020

tbins.com Mail - Fort Pierce Utilities Authority Invoice# INV2020123015371449 Payment Confirmation

Phone Number: 772-203-0405

Email Address: sthomas@tbins.com

Payment Amount: 30.00



Please consider the environment before printing this email

Certain email accounts block messages that you intend to receive. To make sure that you continue to receive updates from Invoice Cloud add no-reply @ invoicecloud.net to your address book. © 2010-2020, Invoice Cloud. All rights reserved.

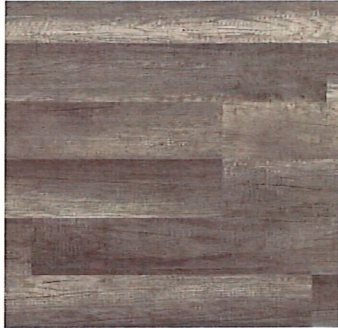
Your Cart (20)

[Share](#)

FREE Shipping on eligible items. [See Details](#)

Checkout

[Save All to List](#) | [Remove All Items](#)



TrafficMaster Grey Oak 7 mm Thick x 8.03 in. Wide x 47.64 in. Length
Laminate Flooring (23.91 sq. ft. / case)

Model #360731-00375

\$340.48
(\$21.28/item)

16

Store Pickup
60 in stock at
Ft Pierce
34947 | [Change](#)

FREE

Ship To Home

Schedule Delivery
Starting at **\$8.99** for delivery

[How It Works](#)

Curbside Available

[Save for Later](#) | [Save to List](#) | [Remove](#)



TrafficMaster Standard 100 sq. ft. Rolls 25 ft. x 4 ft. x .080 in.
Polyethylene Foam 2-in-1 Underlayment

Model #100779555

\$139.90
(\$27.98/item)

Get Bulk Pricing of \$25.18 on this item when you purchase at least 10 units.

5

Store Pickup
41 in stock at
Ft Pierce
34947 | [Change](#)

FREE

Ship To Home

Free with \$45 order

Schedule Delivery
Starting at **\$8.99** for delivery

[How It Works](#)

Curbside Available

[Save for Later](#) | [Save to List](#) | [Remove](#)

Subtotal	\$480.38
Pick Up In Store	FREE
Sales Tax	\$31.67

Total **\$480³⁸**

[Have a promo code?](#)

Checkout

— or —



Get up to \$100 off¹

Get a Home Depot Credit Card and receive **\$25** off your purchase of \$25+ , **\$50** off purchases \$300+, or **\$100** off orders over \$1,000

[Apply Now](#)

Item Total	\$480.38
Savings	-\$50.00
New Total	\$430.38

Saved for Later (1 item)

[Move All to Cart](#) | [Save All to List](#) | [Remove All](#)



2 in. x 4 in. x 8 ft. #2 Ground Contact Pressure-Treated Lumber

Model #106147

Qty: 20 \$119.60
\$5.98/item

[Move to Cart](#) | [Save To List](#) | [Remove](#)

Customers Also Purchased...



Zamma Grey Oak
7/16 in. Thick x 1-3/4 in. Wide x 72

(62)

\$21⁹⁸

Add To Cart



Roberts Laminate
and Wood Flooring
Installation Kit

~~\$139~~⁹⁸
\$21

Add To Cart



Zamma Grey Oak
1/2 in. Thick x 1-3/4 in. Wide x 72

(44)

\$21⁹⁸

Add To Cart



Roberts Seam
Guard 1-7/8 in. x
100 ft. x 0.005 in.

(291)

\$5⁹⁷

Add To Cart



Roberts 120 sq. ft.
10 ft. x 12 ft. x
0.006 in. Roll of 6

(500)

\$16⁷⁷/_{roll}

Add To Cart



Roberts Pro
Flooring
Installation Kit for

(490)

\$33⁹⁷

Add To Cart



QuietView
ft. 3 ft. x
3 mm

\$49⁹⁸

Add

Sponsored Products



Ottomanson
Armada 64 in.
Burgundy

(14)

\$445⁴¹

Add To Cart



CyberPower 7-
Outlet Surge
Protect 6 ft.

(50)

\$49⁹⁸

Add To Cart



WD-40
SPECIALIST 10
oz. Spray and Stay

(254)

\$8⁹⁷

Add To Cart



Masterbuilt Gravity
Series 1050 Digital
Charcoal Grill Plus

(466)

\$799⁹⁹

Add To Cart



Philips Color and
Tunable White
Dimmable Smart

(12)

\$13⁹⁷

Add To Cart



Malibu Wide Plank
Maple Manhattan
1/2 in. Thick x 7-

(66)

\$118⁶⁴/_{case}

Add To Cart

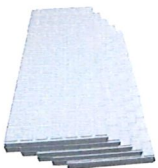


Brio Multi-
Cleaner
Advanced

\$399⁹⁹

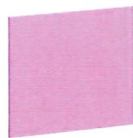
Add

Recently Viewed Items



Arnivc
Multipurpose High
Density Insulation

(106)



Project Panels
FOAMULAR 1 in. x
2 ft. x 2 ft. R-5

(313)



TrafficMaster Grey
Oak 7 mm Thick x
8.03 in. Wide x

(1231)



Zamma Grey Oak
7/16 in. Thick x 1-3/4 in. Wide x 72

(62)



Home Decorators
Collection Take
Home Sample -



Loctite PL 300 10
fl. oz. Foamboard
Adhesive (12-

(110)



Ekena vinyl
plank flooring
1 in. x 15-23-3/8 in.

Caleta Scott

From: SONJA THOMAS <sthomas@tbtins.com>
Sent: Tuesday, December 22, 2020 2:03 PM
To: Caleta Scott
Subject: Re: You paid an invoice! (#002228)

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Thank you!

On Tue, Dec 22, 2020 at 2:02 PM Caleta Scott <cscott@cityoffortpierce.com> wrote:
Thankyou! Got it!

Caleta Scott
Grants Administration Division
City of Fort Pierce

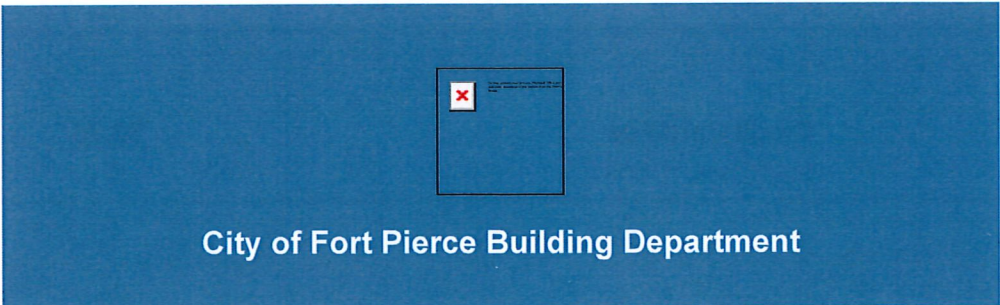
From: SONJA THOMAS <sthomas@tbtins.com>
Sent: Tuesday, December 22, 2020 1:59:51 PM
To: Caleta Scott <cscott@cityoffortpierce.com>
Subject: Fwd: You paid an invoice! (#002228)

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

A TBT Insurance Agency - Business tax inspection receipt

----- Forwarded message -----

From: City of Fort Pierce Building Department <invoicing@messaging.squareup.com>
Date: Tue, Dec 22, 2020 at 1:43 PM
Subject: You paid an invoice! (#002228)
To: <sthomas@tbtins.com>



Invoice Paid

\$78.75

Paid on December 22, 2020

City of Fort Pierce Building Department

Invoice #002228

December 22, 2020

Customer

Sonja Thomas

A TBT Insurance Agency

stomas@tbins.com

772-448-3120

910 AVenue D

Message

Payment is due prior to services being rendered. Please click on the link to pay the invoice. Payments made after 3:00 PM will not be processed until the next business day. Thank you! kw
910 Avenue D - BTR Insp.

Invoice summary

Business Tax Inspection Fee	\$75.00
------------------------------------	----------------

Fee Code: IF

Credit Card Fee	\$3.75
------------------------	---------------

Fee Code: CCPF

Subtotal	\$78.75
----------	---------

Total Paid	\$78.75
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Visa 0827

12/22/20,

1:43 PM

Send estimates or invoices for your business?

Process \$1,000 in sales free when you sign up for Square.

Get Started

City of Fort Pierce Building Department

click2govbp@cityoffortpierce.com

772-467-3000

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[Square Privacy Policy](#) | [Security](#)



Caleta Scott

From: SONJA THOMAS <sthomas@tbtins.com>
Sent: Tuesday, December 15, 2020 5:53 PM
To: Caleta Scott
Subject: Fwd: Your ADT Security Proposal

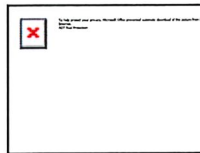
SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Hi, ADT alarm& Camera quote for A TBT Insurance Agency

On Mon, Dec 7, 2020 at 9:58 AM ADT Security Services <adt@e.adt.com> wrote:

What you love is one of a kind. Your protection should be too.

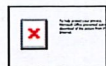
1 7722091922



Dear Sonja Thomas,

Thank you for choosing ADT. Below is our proposal based on your business security needs as we discussed. Your new system will help you protect the business you have worked so hard to build and will allow you to add even more features in the future! I look forward to setting up your installation. If you have any questions or concerns, please contact me.

Sincerely,
Edward Bess



6-month money-back guarantee

Your satisfaction is our #1 priority. Get all installation and monitoring fees refunded if ADT can't resolve your system or service concerns.*

*Certain restrictions may apply. See terms and conditions [here](#).

Proposal

Sonja Thomas
910 Avenue D
Fort Pierce, FL 34950

ID: 110471398
Expires: 1/6/2021

Your Security Specialist

Edward Bess
t: 1 7722091922
e: ebess@adt.com

Area Manager

Zullivan Basnuevo
t: +1 4074564893
e: zbasnuevo@adt.com

Your Customized ADT Smart and Secure Plan

1	\$300 Off Command Enterprise View - No DOA	(\$300.00)	(\$0.00)
	Subtotal after savings & discounts	\$449.00	\$57.99

Total

	Estimated Taxes	\$31.43	\$0.49
	Total after savings & discounts	\$480.43	\$58.48

Payment options

Pay all at once

\$480.43

1 payment

*With 36 month monitoring contract. Early termination fees apply. For terms and pricing, click here.

Monthly Monitoring Fee

\$ 58.48 /mo*

Contract No.: 84554349
 Saturday 12/5/2020 5:05 PM

U-Haul Moving & Storage of Fort
 Pierce
 (781074)

3626 S US Hwy 1
 FORT PIERCE, FL. 34982

(772)464-9400

Customer Name:
 Xavier Thomas
 430 N 17 Th Street # A
 Fort Pierce, FL 34950

Cust Ph - Email:
 7722030405
 sonjab247@yahoo.com

Rental Date/Time: 12/5/2020 10:36 AM

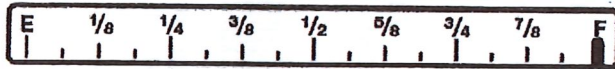
Return Date/Time: 12/5/2020 5:03 PM

Chargeable Rental Periods: 1

If you return after store hours please verify your equipment return on your mobile device by going to uhaul.com/share. Or you can choose to have a U-Haul Representative verify it for you the next business day. There is a \$20.00 convenience fee for this option.

Equipment	MI Out	MI In	MI Rate	MI Charge	Coverage	Missing or Damage Charge:	Rental Rate	Rental Charge	Actual Charges
DC - 15' Truck DC 4766G Plate: AE57457 State: AZ	88464.4	88475.6	\$0.99 X 11.2	\$11.09	SafeMove \$14.00	\$0.00	\$29.95	\$29.95	\$55.04

FUEL TANK CAPACITY: 36 GALLONS



Environmental Fee: \$1.00
 SubTotal: \$56.04
 Rental Tax: \$2.95
 Rental Charges: \$58.99
 Previous Paid: \$100.00
 Cash Refund: -\$41.01
 Net Refunded Today: -\$41.01

I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.

X _____
 Customer Signature - (Xavier Thomas)

Rohneklia Jones
 U-Haul Signature - (Rohneklia Jones)

For hotel discounts, please visit www.uhaul.com/discounts

How are we doing? Please go to uhaul.com/review and let us know if you received the level of quality and service you expect from this U-Haul location.

WebBest

THANK YOU FOR SHOPPING AT
EAST COAST LUMBER - ET PIERCE
(772) 461-5950

2/09/20 2:02PM BRADKEI 552 SALE

12427 2 EA \$4.99 EA \$9.98
BLUE TELECOM PT FRANKLN
SUB-TOTAL \$ 9.98 TAX \$.70
TOTAL \$ 10.68
DB AMT \$ 10.68

DEBIT/ATM: \$ 10.68
XXXXXXXXXX/06
MID:****6551 TID:****3651
AUTH: 000649 AMT \$ 10.68
Debit network id:122 Bat#
Host reference #:627044
Trace# 492035

Authorizing Network: ACCEL

SHIPPED
CARD TYPE:DEBIT

EXPR: XX.XX



==>> JRN#627044/5
CUST NO:***

<<==

THANK YOU SONJA T THOMAS
FOR YOUR PATRONAGE
FACE REWARDS ID # 1963507433

Customer Copy

RETURNS MUST BE MADE WITHIN 30 DAYS OF
PURCHASE



How doers
get more done.

5880 OKEECHOBEE ROAD
FORT PIERCE, FL 34947 (772)489-3688

0283 00051 66582 12/31/20 09:18 AM
SALE SELF CHECKOUT

040036590175	TM 2IN1 <A>	
	STANDARD 2-IN-1 UNDERLAYMENT	100SF
5027.98		139.90
080321106063	REMNANT <A>	18.87
	UNBOUND NP 6'X8' - SMOKE GRAY	
075378010289	INSTALL KIT <A>	21.98
	CLICK FLOORING INSTALLATION KIT	

SUBTOTAL	180.75
SALES TAX	12.66
TOTAL	\$193.41
CASH	40.00
DEBIT	

XXXXXXXXXXXX7326 USD\$ 153.41

AUTH CODE 002812
Chip Read Verified By PIN
AID A0000000042203 DEBIT

0283 12/31/20 09:18 AM



0283 51 66582 12/31/2020 1752

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A 1	180	06/29/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

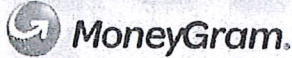
www.homedepot.com/survey

User ID: H8D 133736 133504
PASSWORD: 20631 133453

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

11/16/2020 Life R Path

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.



INTERNATIONAL MONEY ORDER

96-16
1031

11/16/2020

To Validate: Touch the stop sign,
then watch it fade and reappear



20829420567
MONEY ORDER - WM

MONEY ORDER NUMBER
R2082 94205670

CALL 1-800-542-3590 TO VERIFY

PAY TO THE
ORDER OF:
PAGAR A LA
ORDEN DE:

Coldwell Banker Paradise

IMPORTANT - SEE BACK BEFORE CASHING

Sryn Thomas

PURCHASER SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS: 910 AVE D Ft Pierce FL
DIRECCION:

Payable Through
BOKF, NA
Enid, OK

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

\$ 850.00

EIGHT HUNDRED **
FIFTY DOLLARS **
00 CENTS *****

60528097300973
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Commercial Lease

(Modified Gross Lease - Includes Rent, Common Area Maintenance, Property Tax and Owner's Insurance and basic garbage. Does not include Sales Tax, Interior Maintenance, Utilities, Tenant Insurance, Tangible Tax, Amortial and Other.)

1. **Parties:** This Commercial Lease Agreement (the "Lease") is made and entered into as of this _____ day of November 2020 by and between **Kharabi Real Estate Investment LLC**, (the "Landlord"), with mailing address at c/o Coldwell Banker, Paradise 1209 US Highway 1, Sebastian, FL 32955 and **Seaja Thomas** (the "Tenant"), with mailing address 430 N 17th Street Apt A Ft. Pierce, FL 34950 Phone:
2. **Premises:** Landlord is the owner of a commercial building comprised of three storefront spaces, this specific space which Tenant will be leasing is located at ¹⁰⁸ ~~107~~ Avenue D Fort Pierce, FL. ("Premises"). Landlord hereby agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises under the terms and conditions set forth herein.

910 AVENUE D FORT PIERCE FL 34950

1. Term:

1.1 **Initial Term** - The Initial Term is for a period of three (3) years, beginning on December 1, 2020 ("Commencement Date") and ending on November 30, 2023 ("Termination Date").

1.2 **Delay in Commencement** - Landlord shall use its best efforts to give Tenant possession as early as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claims against Landlord for any such delay.

1.3 **Early Occupancy** - Landlord and Tenant agree 1st Month rent will be waived December 2020. 1st Rent payment will be due January 1, 2021. Landlord and Tenant agree that should Tenant be granted occupancy of the Premises prior to the Commencement Date of this Lease, said early occupancy of the Premises shall not advance the Termination Date or modify any other terms of this Lease. Tenant shall pay rent and all other charges specified in this Lease for the specified occupancy period and be bound under the terms of this Lease on the Commencement Date. Rent for early occupancy will be charged at a rate of \$ _____ per day plus applicable sales tax for a total of \$ _____ NOA per day.

1.4 **Renewal** - Tenant may renew the Lease for (1) term of Three (3) years. The rent will increase each year after the first year by 3%. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term and each Renewal Term, as applicable. Tenant may exercise its option to renew, and Tenant's exercise of that option shall be effective, only if, at the time of Tenant's exercise and on the last day of the Initial Lease Term or Renewal Term, as applicable, this Lease is in full force and effect and Tenant is not in default hereunder. All terms and conditions of this Lease shall apply during the Renewal Term as provided above.

1.5 **Holding Over** - Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord from and against all damages which Landlord may incur for Tenant's delay in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all of the terms and provisions of this Lease applicable to a month-to-month tenancy, except that the rent shall be increased to twice the amount then under the last year of the Lease Term, prorated on a daily basis until Tenant surrenders possession as required by this Lease.

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4. Rent

4.1 **Rent** - Tenant shall pay to the Landlord or it's Agent rent for the periods during the Lease Term, as follows:

Lease Period	Monthly Rent	Estimated Monthly Sales Tax	Estimated Total Monthly Rent Payment
12/01/20 - 12/31/21	\$820.00	\$24.40	\$844.40
12/01/21 - 11/30/22	\$875.38	\$26.04	\$901.42
12/01/22 - 11/30/23	\$848.71	\$25.07	\$873.78

The foregoing Rent shall be payable to "Citi Paralel" (see 3.1.1 Agent Appointment) or, if applicable, the successor in interest to Landlord or Agent, if any, due and payable in monthly installments in legal tender of the United States of America in advance without notice, demand, deduction or set-off of any kind, payable on the first day of each month. The first such installment shall be paid on or before the first day of the first full calendar month of the Lease Term and successive installments on or before the first day of each and every successive calendar month thereafter during the Lease Term. In the event the Tenant takes possession on a date other than the first of the month or this Lease terminates on a date other than the last day of the month, the then applicable monthly installment of Rent and other appropriate amounts will be prorated. Tenant shall pay a late charge (\$100.00), whichever is greater, of the rent due if such payment is more than five (5) days overdue. Management company shall be entitled to receive from Tenant a service charge in the amount of Fifty dollars (\$50) in the event that any check or similar instrument presented by the Tenant in payment of an obligation hereunder shall be dishonored by a financial institution on which it is drawn upon initial presentation for payment.

4.2 **Taxes on Tenant's Personal Property** - Tenant agrees to pay, before a delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon all equipment, fixtures, fixtures and other personal property located in the Premises.

4.3 **Utilities** - Electric and Water are the responsibility of the Tenant. Said utilities shall remain in force for the duration of the lease.

4.4 **Additional Water, Electrical Current, or Gas/Heat** - If Tenant shall require, additional water, electric current or garbage collection, Tenant shall first procure the prior written consent of the Landlord, which request Landlord may refuse in its sole discretion. Landlord may cause a water or electric current meter to be installed in the Premises so as to measure the amount of water and electric current consumed for any such use. The cost of any meters and of installation, maintenance and repair thereof, shall be paid for by the Tenant.

4.5 **Payment of Items Other Than Rent** - Any sums due from the Tenant to the Landlord hereunder are considered rent or additional rent and shall be due and payable within fifteen (15) days after the Landlord renders a statement thereon. Any sums not paid within said fifteen (15) day period shall bear interest thereafter at the highest lawful rate per annum until payment is made.

4.6 **Acceleration Clause** - If Tenant shall default in the payment when due of minimum rent or additional rent, Landlord may elect to declare all Rent payable under this Lease by Tenant to Landlord due and payable, and, if Landlord shall make such election, such Rent shall be due and payable within five (5) days after Landlord's notice to Tenant of such election.

5. **Security Deposit & Last Month's Rent**: Tenant has paid the Landlord in 2021 at the initial signing of this lease a Security Deposit in the amount of \$420.00 as security for the performance by Tenant of all of Tenant's obligations contained in this Lease, as well as a \$921.79 Last Month's Rent. In the event of a default by Tenant, Landlord may apply

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all or any part of the Security Deposit to cure all or any part of such default; and Tenant agrees to, upon demand and within ten (10) days, deposit such additional sum with Landlord as may be required to maintain the full amount of the Security Deposit. All sums held by Landlord pursuant to this section shall be without interest. At the end of the Lease Term, provided that there is then no uncured default, Landlord will return the Security Deposit to Tenant.

6. Tenant Obligations With Respect To The Premises:

6.1 Condition of Premises and Tenant Improvements (TI) - Tenant hereby acknowledges that it has fully inspected and examined the Premises and Tenant agrees that the Premises is fully acceptable and suitable for Tenant's intended use. Tenant's taking of possession shall be deemed conclusive evidence and confirmation of the foregoing and that Tenant accepts the space on an 'as is' basis. Tenant specifically understands and agrees that the Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and that no representations respecting the condition of the Premises, the Property or the Building have been made by the Landlord except as specifically stated here. Landlord will be responsible for all roof repairs and Air Conditioning repairs. Tenant agrees to obtain a yearly maintenance contract on the Air Conditioning unit, and will copy the Owner on such renewal as well as the report from each maintenance visit. By taking possession of the Premises, Tenant shall be deemed to have acknowledged that any TI listed above have been completed in accordance with this Lease.

6.2 Alterations - Tenant shall not make nor allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without the express prior written consent of the Landlord. Any alterations, additions or improvements (except movable furniture and trade fixtures) shall at once become a part of the Premises and become the property of the Landlord. In the event the Landlord consents to any alterations, additions, or improvements to the Premises by the Tenant, the Tenant shall undertake such alterations, additions or improvements at the Tenant's sole cost and expense and any contractor or person selected by the Tenant must first be approved in writing by the Landlord. Upon the expiration or earlier termination of the Lease Term, the Tenant shall upon demand by the Landlord, at the Tenant's sole cost and expense, immediately remove any alterations, additions or improvements made by the Tenant, designated by the Landlord to be removed, and the Tenant shall, immediately and at its sole cost and expense, repair any damage to the Premises caused by such removal and restore the Premises to their original condition, reasonable wear and tear excepted. Locks may not be added or changed without the prior written agreement of both Landlord and Tenant.

6.3 Use of Premises - Tenant shall use and occupy the Premises as a business to conduct Tenant's business, the name, and for no other purpose. Tenant will continuously and actively occupy and utilize the premises in the active conduct of its business in a reputable manner and will maintain regular business hours. The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance or trespass, nor in a manner which is disruptive to other tenants in the Building and the Property, nor in any manner to invalidate Landlord's insurance or to increase Landlord's insurance premium rates (all to be determined at Landlord's sole discretion). The Tenant will not, without the written consent of the Landlord, use any apparatus or device in the Premises which in any way increased the amount of electricity or water usually furnished or supplied for use of the Premises as general office space, connect with electric outlets, except through existing electrical outlets in the Premises or connect with water pipes, other than through existing outlets.

6.4 Compliance with Law - Tenant shall not use the Premises nor permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. In regard to compliance with environmental laws, Tenant hereby covenants and agrees that (a) its use, occupancy, and possession of the Premises, Building and Property will not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority, federal, state, local, or otherwise, pertaining to health or the environment (the "Applicable Environmental Law"), and (b) the use which the Tenant makes and intends to make of the Premises, Building and Property will not result in the disposal or other release of any hazardous substance or solid waste (the "Hazardous Material") in, on, under or above the Premises, Building and Property.

4.1 Rules and Regulations. - Tenant agrees to, and shall, comply with the Rules and Regulations promulgated by the Landlord and all modifications and additions to the Rules and Regulations as from time to time may be adopted by the Landlord. The Landlord shall not be responsible to the Tenant for the nonperformance of any of the Rules or Regulations by any other tenant of the Building or the Premises.

4.2 Parking. - In addition to the use of the Premises, Tenant shall have a nonexclusive right of use of roadway parking spaces together with driveways and footways, and such loading facilities as may be designated from time to time by the Landlord. Tenant's rights hereunder shall be subject to the terms and conditions of this Lease. Individual parking spaces will be assigned. Landlord reserves the right but is not obligated to designate areas for Tenant's parking spaces. Tenant's customers may use the space that are marked reserved for customers. These spaces are for any customers of offices in the building and not exclusively for any one Tenant. Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, vehicles or the contents thereof, while in or about the Property.

4.3 Common Areas. - All common areas and facilities which the Tenant may be permitted to use and occupy, are to be used and occupied under a reasonable license, and if such license is revoked, or if the amount of such areas are diminished, the Landlord shall not be subject to any liability nor shall the Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation of license or diminution of such areas be deemed constructive or actual eviction. Tenant's use of the common areas shall be subject to the Rules and Regulations.

4.4 Tenant's Repair and Maintenance Obligations. - Tenant shall, at Tenant's sole cost and expense, repair, maintain and replace (if necessary) and keep in a good, clean, sanitary and safe condition all non-structural portions of the Premises, including, without limitation:

- The interior portion of the floors, exterior walls, ceilings and partitions of the Premises, the partitions walls or structures and wall coverings within the Premises;
- All personal property, improvements or fixtures, located within the Premises, including, but not limited to, floor coverings, window coverings, blinds, draperies, interior cabinets, woodwork, molding, millwork, paneling, and other interior improvements to the Premises, ceiling tiles and ceiling grids, light fixtures and bulbs (including Building standard bulbs or lights), doors, door handles and lock sets, vaults, safes, or secured areas, bathrooms and kitchen areas; and
- The Building systems, equipment and conduit located within the Premises, including, without limitation, plumbing, heating, floor glass, doors and door hardware, ventilating and electrical, lighting, telephone, security systems, security and fire alarms, fire pumps, fire extinguishers and hose cabinets and mail chutes, if applicable.
- Tenant shall not use the Premises for the purpose of storing, manufacturing or selling explosives, flammables, or any other inherently dangerous substance, chemical, thing, or device.

4.5 Janitorial Services. - Tenant shall, at its own cost and expense, perform all janitorial and cleaning services within the Premises in order to keep the same in a neat, clean and orderly condition. This includes the interior and exterior of windows. The Tenant will professionally steam clean any carpets in the premises on an annual basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

4.10 Refuse. - Tenant shall collect and store all refuse, garbage, and waste of any kind in an orderly manner for proper pick-up. Any such materials may be stored out of doors only in areas agreed to by Landlord and shall be kept within a non-combustible container. Loose waste materials will not be permitted. Landlord provides a service for the collection and disposal of refuse, which Tenant may avail himself of at no additional cost, provided the amount of garbage collection required by Tenant does not cause Landlord to incur any additional expense. Tenant is free to choose to provide its own equal services at its own expense. Tenant must also avail himself of any recycling efforts required by government entities.

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5.11 Pest Control. Tenant shall at his own expense maintain the premises to keep it continuously free of pests and objectionable odors by whatever means are necessary and without any adverse effect on the exterior of the premises.

5.12 Pets. No pets or animals are allowed to be kept in or about the Premises or in any common areas without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.

5.13 HVAC. Landlord will provide two window AC units. Tenant will maintain HVAC. Tenant agrees to change the filters in its unit monthly at its own cost and contract for a once a year maintenance contract. The landlord will be copied on the maintenance report and contract, yearly.

5.14 Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance shall be thrown therein, and the expense of any leakage, stoppage, or damage resulting from violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it. The Landlord does not maintain any plumbing on said space.

5.15 Agreements regarding the exterior of the Premises -

- **Signs and Other Structures.** - The Tenant shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, any signs, awnings, structures, materials or advertising of any kind whatsoever on the exterior of the Building, or on any exterior windows in said Building, or elsewhere within the Premises so as to be visible from the exterior of the Building, or on the interior walls or partitions, including doorways, of the Premises, visible from the public hallways or other public areas of the Building, without the express prior written consent of the Landlord which consent shall not unreasonably be withheld. Tenant agrees that any signs erected by it without Landlord's prior approval or not maintained in accordance with the Landlord's policy will be removed by the Tenant at the Landlord's request or may be removed by the Landlord at the Tenant's expense. Any expense for the approved signage, awnings, etc., will be borne solely by Tenant. Concurrent with vacating the premises, Tenant agrees to remove, at Tenant's sole expense, any such placed signage, awning, window advertising, etc. and to return the premises to the condition it was in prior to this Lease, so that the property is ready to be re-leased by Landlord.
- **Deliveries.** - All loading and unloading of goods shall be limited to the area and through such building openings as are specifically designed for such purposes by Landlord.
- **Displaying merchandise or solicit business outside the premises but on the Property of the Landlord must be approved in advance by Landlord.**
- **Antennas or other attachments may not be erected on the building roof or exterior walls without the prior consent of Landlord.**
- **No loud speakers, televisions, or other noises will be permitted on the outside of the premises, nor may such be operated in such a manner in the Premises so as to create a loud or disturbing sound or vibration outside the premises.**
- **The areas immediately outside the premises shall be kept clean and free from merchandise, dirt, litter, tools and equipment by Tenant to the satisfaction of the Landlord.**
- **Tenant and Tenant's employees will be required to park their cars only in such areas specifically designated by Landlord. Only properly insured motor vehicles may be parked on the Premises. Vehicles which the Landlord considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted and may be towed at the Tenant's expense. Landlord will give Tenant 24 hours' notice to cure this defect before taking action.**

5.16 Surrender of Premises. The voluntary or other surrender of this Lease or the Premises by the Tenant, or a mutual cancellation thereof, shall not automatically result in a merger of the Landlord's and Tenant's estates. At the option of the Landlord, such a surrender shall terminate all or any existing subleases or subtenancies, or may, at the option of the Landlord, operate as an assignment to it of any or all such subleases or subtenancies. Upon the termination of the Lease Term, by lapse of time or otherwise, the Tenant shall surrender the Premises in the same condition as they have been received, excepting only reasonable use and wear and tear and damage by act of God

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or by the elements.

6.17. Lias: Neither the Landlord, nor the Landlord's estate or interest in the Premises, Building or Property, shall be liable for any services, work, labor, materials or other items furnished, or to be furnished to the Premises, Building or Property, at the request or instruction of, or for the benefit of, the Tenant, its agents, employees, officers or owners, or anyone claiming under the Tenant, and no construction or other liens for any such services, work, labor, materials or other items shall become a lien upon, attach to, encumber or affect the estate or interest of the Landlord in and to the Premises, Building or Property. The Tenant has absolutely no authority to cause any such lien to attach to, encumber or affect the estate or interest of the Landlord in and to the Premises, Building or Property. The Tenant shall not do or allow anything to be done whereby the Premises, Building or Property may be encumbered by any construction or other lien.

6.18. Tenant's Failure to Perform Obligations: If Tenant should fail to perform its obligations hereunder in a manner reasonably satisfactory to the Landlord, the Landlord shall have the right to cause such obligation to be accomplished on behalf of the Tenant, and the Tenant shall pay to the Landlord as Additional Rent the cost incurred by the Landlord in performing such obligation. Further, Landlord may elect to perform any or all of the above-referenced items required to be performed by Tenant, and bill Tenant for same as Additional Rent.

7. Landlord's Obligations With Respect To The Premises

7.1. Landlord's Repair and Maintenance Obligations: Landlord shall maintain the roof as noted (6.15).

7.2. Duty to Report Defective Conditions: Tenant agrees to report immediately in writing to the Landlord any defective condition in or about the Premises, the Property or Building known to Tenant whether it is Tenant's or Landlord's obligation to repair such defective condition, and a failure to report the same shall make the Tenant liable to the Landlord for any expense or damage resulting from such failure to notify. Under no circumstances will Tenant be able to claim default by the Landlord without notifying Landlord in writing of any condition Tenant believes to be unacceptable and allowing Landlord thirty (30) days to cure such defect, should Landlord agree that the condition falls within Landlord's responsibilities. In such an instance, the parties agree that termination is nonetheless not permitted unless the Landlord's default makes the premises unusable for the Tenant's business, was caused by a circumstance within the Landlord's reasonable control, and continues for more than the thirty (30) day period after Tenant provides Landlord written notice of specific default.

7.3. Real Estate Taxes: Landlord shall pay or cause to be paid all real estate taxes which become due and payable during the Lease Term.

7.4. Quiet Enjoyment: Landlord covenants and warrants, that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

8. Insurance And Indemnification

8.1. Indemnification and Hold Harmless: Landlord shall not be liable to Tenant for any injury or damage to any person or property in or about the Premises, Building or Property from any cause whatsoever, unless caused by the gross negligence of Landlord, including, and without limitation, water leakage caused by water leaks of any character from the roof, walls, pipes, basement or other portion of the Premises or the Building, or caused by gas, fire, oil, electricity or any cause whatsoever in, on or about the Premises or the Building or any part thereof.

The Tenant will indemnify, defend and hold harmless the Landlord and its agents from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits proceedings, actions, and costs of actions of any kind and nature, unless the same are caused by the gross negligence or intentional misconduct of Landlord, including attorneys' fees and costs, for injury (including deaths) to persons or damage to property or property rights: (a) occurring in, on or about the Premises or any part thereof; (b) occurring in, on or about the

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Building or Property, or any part thereof (including, without limiting the generality of the foregoing, elevators, stairways, passageways or hallways, drive-ways, ramps and parking areas), when any such injury or damage shall be caused in whole or in part by any act, negligence, fault or omission of any duty by the Tenant, its agents, employees, licensees or invitees, by any person under the control or discretion of the Tenant, or by third parties, criminals or natural events; or (c) arising or growing out of or connected with any breach, violation, nonperformance, or failure to abide by any covenant, condition, agreement or provision contained in this Lease on the part of the Tenant to be kept, performed, complied with or abided by.

8.1 Landlord's Insurance: Landlord shall insure the Building and Property and shall maintain commercial general liability insurance on the Premises, for bodily injury and property damage in the amount of not less than Two Hundred Thousand (\$200,000.00) in respect to injuries to or death of more than one person in any one occurrence, in the amount of not less than two Hundred Thousand (\$200,000.00) in respect to injuries to or death of any one person, and in the amount of not less than Two Hundred Thousand Dollars (\$200,000.00) per occurrence in respect to damage to property. Landlord will carry other insurance in such amounts as may be required by Landlord's mortgagee, or in such amounts as Landlord, in its sole discretion, may deem appropriate.

8.2 Tenant's Insurance: Tenant shall, at Tenant's sole expense, obtain and keep in force during the Lease Term and any extension or renewal hereof: (a) property insurance on all of Tenant's goods, inventory, fixtures, household improvements, signs, equipment and all other items of personal property of Tenant located on or in the Premises with coverage for perils as set forth under the Insurance Services Office, Inc., Causes of Loss - Special Form, including without limitation, the perils of wind, for the full cost of replacement of such property without deduction for depreciation. Landlord will not carry insurance on Tenant's personal property or possessions; and (b) commercial general liability insurance for the benefit of Landlord and Tenant jointly covering Tenant's operations in the Premises, for bodily injury and property damage in the amount of not less than one Hundred Thousand dollars (\$100,000.00) in respect to injuries to or death of more than one person in any one occurrence, in the amount of not less than One Hundred Thousand dollars (\$100,000.00) in respect to injuries to or death of any one person, and in the amount of not less than Two Hundred Thousand Dollars (\$200,000.00) per occurrence in respect to damage to property. The foregoing insurance shall be with insurance companies authorized to issue the relevant insurance, authorized to do business in Florida and at least A-rated in the most current edition of Best's Insurance Reports.

The foregoing insurance policies shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent and mortgagee as additional insureds, and shall provide that they may not be canceled on less than thirty (30) days' prior written notice to Landlord. Tenant shall furnish Landlord with Certificates of Insurance evidencing all required coverages on or before the Commencement Date and a renewal certificate at least thirty (30) days before expiration of the then current policy. If Tenant fails to carry such insurance and furnish Landlord with such Certificates of Insurance after a request to do so, Landlord may obtain such insurance and collect the cost thereof from Tenant.

Tenant shall also carry Worker's Compensation insurance where required. Business interruption coverage is also recommended. Landlord will not be responsible for any claims that should have been covered by sufficient insurance carried by Tenant.

Insurance carried by Tenant against loss or damage by fire or other casualty shall contain, if available without additional cost, a clause whereby the insurer waives its right to subrogation against the Landlord.

9. Damage By Casualty And Condemnation

9.1 Hurricanes, Tropical Storms, Acts of God: Landlord shall not be responsible to take any precautionary measures to avoid damages from any Act of God. Tenant understands that Landlord has no control over the availability of labor or materials in such emergencies and will not be held liable for any damage resulting to the structure under any circumstances created by the Act of God.

9.2 Damage by Casualty: In the event the Premises or the Building are damaged by fire or other casualty, and the Landlord has either been provided adequate insurance proceeds to fully repair the damage or is aware that there will be adequate insurance coverage and proceeds to repair same, the Landlord shall forthwith repair the damage,

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provided Landlord determines that the repairs can be made within one hundred twenty (120) days from the date of the casualty.

During the period of repair, this Lease shall remain in full force and effect except that the Tenant shall be entitled to a reduction in its rent obligation while such repairs are being made. The reduction of rent shall be proportionate to the share of the Premises square footage that is rendered unusable for the Tenant's business, as determined by a 3rd party licensed and certified construction professional hired by the Landlord, from and after the date of destruction until the repairs are substantially complete.

However, if the Landlord determines that the repairs cannot be made within one hundred twenty (120) days of the date of destruction and/or if the Landlord is unable to obtain adequate insurance proceeds to complete the repairs, the Landlord has the option to terminate the Lease. If Landlord elects to terminate the Lease then: (a) the Landlord shall give notice to the Tenant at any time within thirty (30) days after the casualty terminating this Lease by said notice shall specify the effective date of the Lease termination; (b) the termination date shall not occur less than thirty (30) days nor more than sixty (60) days after the giving of such termination notice.

In the event of the giving of such Lease termination notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and rent shall be paid by Tenant up to the date of such termination. The Landlord agrees to refund to the Tenant any rent that was pre-paid for any period of time subsequent to the date of termination promptly following the Tenant's vacating of the premises. Notwithstanding anything to the contrary herein, the Landlord shall not be required to repair, or reimburse Tenant for, any injury or damage by fire or other casualty, or to make any repairs, compensate for, or replace interior fixtures, furniture, or equipment in the Premises furnished by Tenant including but not limited to any paintings, decorations, partitions, ceilings, ceilings, floor coverings, office fixtures or any other property.

5.1 Confiscation: If all of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party herein shall have the right, at its option, to terminate this Lease, and the Landlord shall be deemed to pay to the Tenant any and all income, rent, awards, or any interest therein whatsoever that may be paid or made in connection with such public or quasi-public use or purpose and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. If only a part of the Premises shall be taken or appropriated, the rental therefor to be paid shall be equitably reduced as determined by the Landlord. The Tenant may terminate this Lease by reason of taking or an appropriation under eminent domain authority only if such taking or appropriation shall be of such extent and nature as to substantially handicap, impede or impair the Tenant's use of the Premises for the purposes set forth herein.

11. Assignment And Subletting: Tenant may not, without the prior written consent of the Landlord, assign, transfer, mortgage, pledge, or encumber this Lease, or any interest therein, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant and its employees. If Tenant desires to take any of the foregoing actions, it shall deliver to the Landlord written notification of such intent, which notification shall provide the name, business address and telephone number, type of business, business experience and such other information concerning the proposed assignee or sublessee as is requested by the Landlord. Consent to any proposed assignment, subletting or other transfer shall be granted to Landlord's sole discretion. If the Tenant is a corporation, partnership, joint venture or other entity, then a transfer of operating control over such entity or a transfer of fifty percent (50%) or more of any class of stock, general or limited partnership interests, joint venture interests or other incidents of ownership in such entity shall be considered a transfer or assignment which must be approved. Consent to an assignment or sublease shall not destroy or waive this provision, and all other assignments and subleases shall likewise be made only upon the prior written consent of the Landlord.

11.1.1. Sub. Transfer, Or Mortgage To Landlord:

11.1.1. Mortgage's Rights and Estoppel Letters: Tenant agrees that this Lease shall be inferior and subordinate to any mortgage and security agreement now on the Premises and to all advances already made, or which may be hereafter made, in connection with said mortgage and security agreement to the full extent of all debts and charges secured hereby and to any renewals, enlargements or extensions of any part thereof and to any mortgage which the Landlord, any owner of or other landlord of the Premises may hereafter, at any time, elect to place onto the Premises, Building or Property. Tenant agrees within fifteen (15) days after written request to execute any

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document which the Landlord may deem necessary to accomplish that end, and, in the event Tenant fails to do so, the Landlord is empowered to execute such document or documents in the name of the Tenant, and as the act and deed of the Tenant, and this authority is hereby declared to be coupled with an interest in real estate and not revocable.

The Tenant, at any time and from time to time within fifteen (15) days after written request of the Landlord, or of any mortgagee or purchaser or any prospective mortgagee or purchaser of the Premises or of the Building or the Property, will execute, acknowledge and deliver to the Landlord, or such mortgagee or purchaser or prospective mortgagee or purchaser requesting the same, a tenant stoppage certificate in form reasonably requested by such mortgagee, purchaser or prospective mortgagee or purchaser.

In the event of foreclosure, or the transfer of title by a deed in lieu of foreclosure, Tenant agrees to attend to the purchase or transferee pursuant to any such transfer in lieu of foreclosure or a foreclosure sale and, at the option of such purchaser or transferee, the Tenant shall thereafter remain bound, pursuant to the terms of this Lease as if a new and identical Lease between such purchaser or transferee, as landlord, and Tenant, as tenant, had been originally entered into for the remainder of the Lease Term.

11.2 Release by Landlord: In the event of a sale or conveyance of the Premises, Building and/or Property by the Landlord, the same shall operate to release the Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the Tenant. In such event, the Tenant agrees to look solely to the successor in interest of the Landlord in and to this Lease in pursuit of any remedies or obligations due Tenant hereunder. This Lease shall not be affected by any such sale, and the Tenant agrees to attend to the purchase or assignee.

12. Defaults And Remedies:

12.1 Defaults: The occurrence of one or more of the following events shall constitute a default under this Lease:

- The failure or omission of the Tenant to pay when due any portion of Rent or other monetary amounts due hereunder, provided, such failure shall continue for five (5) days following the date when such payment was due;
- The failure of the Tenant to keep, observe or perform any term or condition of this Lease required hereunder to be kept, observed or performed by the Tenant (other than a monetary default as specified above), provided such failure shall continue for fifteen (15) days following the date when such performance was due or Tenant was given written notice of such breach of lease term or condition;
- The commencement of proceedings in bankruptcy or reorganization of the Tenant or for the adjustment of any of its debts under the Bankruptcy Code or under any other law, whether state or federal now or hereafter existing for the relief of debtors; or
- The Tenant becomes insolvent or unable to pay its debts as they mature.

A default under this Lease shall constitute a default under the terms and conditions of any other agreements then existing and executed by and between the Tenant and Landlord.

12.2 Remedies Upon Default: Upon the occurrence of any default under this Lease the Landlord shall have and may exercise any or all of the following rights:

- Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant and Tenant's personal property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise.
- Terminate Tenant's right to possession of the Premises and, in compliance with applicable law, expel and remove

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 _____ Tenant Initials

Tenant, Tenant's personal property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) collect all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, and any deficiency arising from the reletting or failure to relet the Premises. 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. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.

Unless expressly provided in this Lease, the representation or re-entrance 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 cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the highest lawful rate per annum.

- In lieu of calculating damages as above, Landlord may elect to receive as damages the sum of all rent accrued through the date of the termination of this Lease or Tenant's right to possession plus an amount equal to the total rent that Tenant would have been required to pay under the remainder of the Lease Term, discounted to present value at 5% per annum.

The Landlord shall recover all expenses incurred by reason of Tenant's breach, including reasonable attorney's fees. Landlord has no duty to mitigate damages.

12.3 Non-Waiver of Default - Failure or forbearance by Landlord to enforce one or more covenants shall not constitute a waiver of any default. No act or thing done by the Landlord or its employees and agents during the Lease Term shall be deemed an acceptance or renunciation of the Premises, nor a constructive eviction, and no agreement to accept a surrender of the Premises shall be valid, unless the same shall be in writing and signed by the Landlord. The receipt and/or acceptance by the Landlord of rent with knowledge of the breach of any covenant contained in this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lease amount that the rent payment agreed to in this Lease shall be deemed to be other than an account of the rent, nor shall any endorsement or statement on any check or payment as rent (or in any letter accompanying a check or payment as rent) be binding on Landlord or be deemed an accord and satisfaction (unless Landlord expressly agrees to an accord and satisfaction in a separate written agreement duly accepted by Landlord), and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease or under applicable law.

12.4 Abandonment - In the event of abandonment of the Premises for a period of thirty (30) days without written notice to Landlord, any personal property or goods belonging to the Tenant or otherwise left in the Premises shall be deemed to be abandoned, and at the option of the Landlord, and Landlord will have full power to dispose of said personal property or goods in any manner it sees fit, including the sale of said property with the right to retain all proceeds derived therefrom.

12.5 Duty of Tenant to Perform - All covenants and obligations to be performed by the Tenant under any of the terms of this Lease shall be performed by the Tenant at the Tenant's sole cost and expense and without any abatement of rent or any form of financial compensation from Landlord.

12.6 Limited Liability - The maximum liability of the Landlord under this Agreement shall be the rent paid to the Landlord for the specific month in which there were serious problems related to the Leaseable area. The Landlord will not under any circumstances be liable for any consequential or indirect damages such as loss of business income or moving expenses. The Landlord will not be liable for any damages which the Tenant is required to take out insurance for.

13. General

13.1 Time of the Essence - Time, and timely performance, is of the essence of this Lease and of the covenants and

provisions hereunder. Any time period that shall end on a Saturday, Sunday, legal holiday, or bank holiday shall extend to 5:00 p.m. of the next full business day.

11.2 Governing Law and Dispute Resolution: This Agreement will be construed under Florida law. Tenant hereby waives its right to a jury trial. In the event of a dispute, the parties agree to first bring together key decision-makers for each party and reasonably negotiate in good faith to resolve the dispute. Failing a resolution by negotiation, the parties agree to **Mediation**. Unresolved disputes between Landlord and Tenant based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. Each party will pay its own attorney's fees and expenses unless otherwise agreed by the parties during mediation. **Arbitration:** Disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration will pay its own fees, costs and expenses, and will equally split the fees of arbitration. Any party's refusal to mediate shall not prevent the other party from pursuing their claims in arbitration. If Broker is made a party to a suit between Owner and a tenant because of acting as an escrow agent or for any other reasons under this Contract, Broker shall recover reasonable attorney's fees and costs incurred, to be paid out of the escrowed funds.

To expedite matters in the case of an eviction proceeding by Landlord against Tenant for non-payment of rent, the parties agree that the arbitrator will comply with the summary procedures of Chapter 51 of the Florida Statutes. If the most expeditious manner to evict a Tenant for non-payment of rent and to protect the Landlord's interests is through following the procedures in Chapter 51 of the Florida Statutes, Landlord may choose that option.

11.3 Litigation and Attorneys' Fees - In the event it shall be necessary for either party to this Lease to bring suit to enforce any provision hereof or for damages on account of any breach of this Lease, the prevailing party shall be entitled to recover from the other, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees (including attorneys' fees and costs of appeals) as fixed by the Court.

11.4 Severability - Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

11.5 No Third-Party Beneficiaries: It is the intent and understanding of the Tenant and the Landlord that this Lease is solely between them and for their benefit and, accordingly, no party other than the Tenant and the Landlord shall have any rights or privileges under this Lease either as third party beneficiaries or otherwise.

11.6 Notices: All notices provided for in this Lease shall be in writing and sent or delivered to the addresses set forth in the first paragraph of this Lease, except as provided in "11.7 Agent Appointment" below. Any notice or demand so given, delivered or made shall be deemed to have been given: (a) in the case of hand delivery, when delivered to the address set forth above, (b) in the case of mailing, on the second business day after said document has been deposited in the United States Mail, postage prepaid, and sent by certified or registered mail or other nationally recognized postage carrier and addressed to the other party at the address set forth above, and (c) in any case (including facsimile or electronic delivery) upon the actual receipt by the other party. Delivery to either party's legal counsel shall be deemed sufficient and complete delivery to each party.

11.7 Agent Appointment: Landlord has appointed Coldwell Banker Paradise ("CBP") as its agent in regard to all matters concerning the administration and enforcement of the terms and conditions of this Lease, including the right to collect and receive notices, payments, and other communications required hereunder to the Agent and its escrow agent from the Agent on behalf of the Landlord at the address of 411 US Highway #1, Fort Pierce, FL 34930.

11.8 Inspection: Landlord reserves at all times the right to enter the Premises to inspect the same, to supply janitor service and any other service. Landlord may submit the Premises to inspection by prospective purchasers.

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meritages, or tenants, have entry to post notices of non-responsibility, and to alter, improve, or repair the Premises as required herein and any portion of the Building without abatement of rent unless otherwise specified herein.

13.9 Entire Lease, Modification and Waiver - This Lease contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this instrument shall be of any force or effect. No amendments, modification or variation of this Lease or any of its terms or provisions shall be effective, binding or valid unless and until it is reduced to writing and executed by the parties.

13.10 Joint and Several Liability - Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.

13.11 Successors and Assigns - The covenants and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

13.12 Compliance with ADA - Tenant acknowledges and understands that Landlord shall have absolutely no obligation to Tenant to provide improvements or alterations, or take any other action, in order to bring the condition and operation of the Premises, Building or Property into compliance with the provisions or requirements of the Americans With Disabilities Act of 1990 or any rules, orders, regulations or interpretations thereof (collectively the "ADA").

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

13.14 Recording - Tenant shall not record this Lease without Landlord's prior written consent, which consent may be withheld in the sole and absolute discretion of Landlord. Landlord reserves the right to record a Memorandum of Lease, which will specifically express the prohibition of liens against the Landlord's interest.

13.15 Authority - If Tenant is a corporation, limited liability company, partnership or other entity, each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with the duly adopted resolutions of such entity, that any required consents or approvals of third parties have been obtained and that this Lease is binding upon said entity.

13.16 Acceptance of electronic, facsimile and scanned signatures - The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement, including leases, will be considered signed when the signature of a party is delivered electronically, by facsimile transmission or delivered by scanned image as an attachment to electronic mail (email). Such electronic, facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.