

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, (hereinafter "Lease") is entered into this 4th day of August, 2015 by and between **GALLERY 34949, INC.**, a Florida corporation, (hereinafter "Landlord"), whose address is 7542 Platte Road, Beulah, Michigan, 49617, and **RUTH M. CLENDENIN** (hereinafter "Tenant"), whose address is 1607 Seaway Drive, Fort Pierce, Florida 34949.

WITNESSETH:

That in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by both parties, the Landlord does hereby demise and lease to Tenant, and the Tenant does hereby rent from Landlord, commercial real property and improvements thereon (hereinafter "**Premises**") located in St. Lucie County, Florida, together with fixtures and equipment (hereinafter "**Personalty**"). When referenced together, the Premises and the Personalty shall be collectively referred to as the "**Property**".

DESCRIPTION OF PROPERTY. The Property is more particularly described and identified as follows:

- A. PREMISES:** 1100± square feet of commercial retail space located at 301 South Ocean Drive, Fort Pierce, St. Lucie County, Florida, together with the paved parking area and concrete walk lying between the commercial retail space and A1A.
- B. PERSONALTY:** All fixtures, equipment, appliances, electronics, furniture and other personal property currently located on, or affixed to, the Premises and owned by the Landlord, (together with all replacements), including, but not limited to the items listed in Exhibit "A" attached hereto.

In addition to the lease of the Premises, Landlord further grants to Tenant a revocable license to utilize the adjacent unpaved space lying directly south of the paved parking area (approximately 60' X 30' in size) for overflow parking associated with the Tenants business. Such use by the Tenant, her employees and customers shall not interfere with Landlord's use of such space for ingress and egress to the remainder of the Landlord's real property. If such use shall interfere with Landlord's ingress and egress, or if Landlord shall elect to further develop such space, then Landlord shall have the right to revoke this license, or such portion of this license as is necessary to accommodate Landlord's ingress and egress and/or development.

TERM: The term of this Lease shall be for a period of five (5) years commencing on the 5th day of August, 2015, (hereinafter "Commencement Date"), through and including the 4th day of August, 2020.

EARLY TERMINATION BY LANDLORD: Notwithstanding anything herein to the contrary, it is not the intent of the parties that this Lease shall inhibit the ability of the Landlord to sell the Property. **If** the Landlord shall sell the Property to a non-related third party by transaction negotiated at arm's length, **and** the third party buyer either (a) refuses to assume the Landlord's position under this Lease, or (b) refuses to assume the Landlord's position under this Lease for the full term of the Lease, **then** the Landlord (or the third party buyer after closing) may terminate this Lease by written notice of termination to Tenant, whereupon Tenant shall vacate the Property within the latter of (y) sixty (60) days after closing on the sale of the Property, or (z) sixty (60) days after receipt of the notice of termination. **Provided, however,** that if such termination shall occur within six (6) months of the Commencement Date, then Landlord shall

reimburse Tenant the cost of setting up business, plus one month's rent, and if such termination shall occur more than six (6) months, but less than one (1) year, after the Commencement Date, then Landlord shall reimburse Tenant one-half (½) the cost of setting up business, plus one-half (½) of one month's rent.

RENT: Base Rent for the term of this lease shall be \$2,000.00 per month plus sales tax of \$130.00 for a total of **\$2,130.00** payable in advance, commencing on the 5th day of August, 2015, and on the 5th day of each month thereafter. Payment of rent must be made to the Landlord or Landlord's authorized agent at the following address or at such other place as may be designated by written notice from the Landlord or his authorized agent. To wit:

7542 Platte Road
Beulah, Michigan, 49617

No payment by the Tenant, or receipt by the Landlord, of a lesser amount than the rents stipulated herein shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to its right to recover the balance of the rent or to pursue any other remedy provided for in this Lease or at law. All taxes, charges, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs, and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all of the rights and remedies with respect thereto as the Landlord has for the nonpayment of the rent prescribed herein.

TAXES: Tenant agrees to pay any taxes levied against the Personalty and trade fixtures owned by the Tenant and located upon the Premises. Landlord shall be responsible for all real property taxes and special assessments on the Premises during the term of this Lease.

LATE CHARGES: Tenant shall pay Landlord a late charge equivalent to five percent (5%) of the monthly rental payment for each payment of rent not received by the Landlord, or its agent, within ten (10) days of the day of the month when due. Payment shall be considered received upon actual receipt or, if mailed, the third day after the payment is deposited, postage prepaid and appropriately addressed, into a U.S. Mail receptacle

INSURANCE: The Landlord shall keep the leased premises insured against loss by fire, windstorm or other casualty with coverage in an amount sufficient to cover replacement value of the Premises. These insurance requirements shall not prohibit Tenant from carrying its own insurance for such risks at its own cost and to its own benefit and protection. Tenant shall procure and maintain adequate premises liability, personal injury, property damage, theft, vandalism, and casualty insurance coverage under a policy of general public liability insurance in an amount not less than \$1,000,000 for combined single limit or bodily injury and property damage. The policy of insurance shall (i) name the Tenant and the Landlord as co-insureds; (ii) shall include a standard waiver of subrogation clause against the Landlord; (iii) shall require the insurance company to provide Landlord with at least thirty (30) days' written notice before such policy is altered or canceled in any manner; and, (iv) shall be issued by companies, associations or organizations having a current rating of not less than "B+" as rated by A.M. Best Company.

USE OF PREMISES: Tenant's use of the Premises shall be as a retail convenience store. Tenant agrees not to disturb the quiet enjoyment of the occupants of surrounding property and agrees to conduct its business in compliance with Florida law. The Tenant accepts the Premises in its present condition and agrees to keep the Premises in a clean and sanitary condition; to comply with all laws, ordinances, and

obligations imposed by the applicable provisions of building, housing, and health codes; to make no material alterations or additions to the Premises without the prior written consent of Landlord; to commit no waste of the Premises; to remove all garbage and other debris in a clean and sanitary manner and in conformity with all laws and regulations; to keep all plumbing fixtures sanitary; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning, and other facilities and appliances; not to destroy, deface, damage, impair, or remove any part of the Premises, or Personalty therein belonging to the Landlord. Tenant further agrees to direct persons on the Premises with her consent to conduct themselves in a manner that does not unreasonably disturb the quiet enjoyment of the occupants of surrounding property or constitute a breach of the peace; to repay the Landlord the cost of all repairs made necessary by the negligent, careless use, or willful misuse of the Premises, and to surrender the Premises at the termination of this Lease in as good as condition as it is in at the beginning of this Lease, normal wear and tear excepted, provided, however, that all alterations, additions and improvements permanently attached and made by Tenant (excepting movable furniture, equipment, supplies, inventory and special equipment belonging to Tenant) shall become and remain the property of Landlord on the termination of Tenant's occupancy of the Premises.

COMPLIANCE WITH ENVIRONMENTAL LAWS

A. Hazardous Materials. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or non-friable asbestos; (iii) plyphlorinated biphenyls; (iv) those substances, materials or wastes designated as "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendment or replacement to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous materials, substance or material as now or at any time in effect.

B. Tenant Representations and Warranties. Tenant specifically represents and warrants that the use and operation of the Premises shall comply with all applicable environmental laws, rules, and regulations, (Federal, State and local) including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Tenant shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there shall not be any Hazardous Materials located or stored in, upon or at the Premises, except in accordance with applicable laws, rules and regulations, and there shall not be at any time any releases or discharges from the Premises.

C. Indemnification. Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Tenant by any person or entity or governmental agency or, with respect to, or as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials

occurring as a result of the negligence or willful misconduct of the Landlord, its employees or agents. Landlord's obligation hereunder shall survive the termination of this Lease.

Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Landlord by any person or entity or governmental agency or, with respect to, or as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials occurring by reason of activity associated with the Premises which occur subsequent to the commencement of this Lease and are in anyway related or associated with the Tenant's occupancy and/or use of the Premises. Tenant's obligation hereunder shall survive the termination of this Lease.

IMPROVEMENTS TO PREMISES: Tenant shall not make any improvements to the Premises without the prior written consent of the Landlord. Before commencing any improvements to the Premises, Tenant shall provide Landlord with plans and specifications for Landlord's review and written approval. All leasehold improvements shall remain the property of the Landlord upon the expiration of this Lease.

MAINTENANCE: Tenant shall be responsible for all maintenance, repairs and/or replacements necessitated by the negligence, careless use or willful misuse of the Premises by the Tenant, its employees, agents, guests, customers or invitees. The Landlord shall be responsible for all maintenance, repairs and/or replacements not otherwise the responsibility of the Tenant, including structural repairs and maintenance, repairs and/or replacements resulting from normal wear and tear

MAINTENANCE OF GROUNDS: Landlord shall maintain the parking area and grounds. The maintenance shall include repair of the parking area, lawn service and cleaning of the parking area and grounds.

ASSIGNMENT AND SUBLETTING: Tenant may assign this Lease to a business entity formed by Tenant or which she is a majority equity owner. Otherwise, Tenant may not assign this Lease or sublet any part of the Premises without the written consent of the Landlord.

UTILITIES: Tenant shall be responsible for all utilities and services, including, but not limited to electricity, water, gas, sewage, garbage pick-up, telephone, and cable television.

DESTRUCTION OF PREMISES: If the Premises are destroyed by fire or other casualty rendering the Premises untenable, the Landlord shall have the option of either (i) rendering the Premises tenantable by repairs within sixty (60) days, or terminating the Lease. If Landlord shall elect to render the Premises tenantable, then rent shall abate for that period of time for which the Premises are untenable.

EMINENT DOMAIN: If, during the term of this Lease, the whole of the Premises (or such portion of the Premises as will make the Premises unusable for its leased purpose) be condemned by public authority for public use, then in that event the term granted by this lease shall cease and come to an end as of the date of the vesting of title in such public authority or when possession is given to such public authority, whichever event last occurs. Upon such occupancy, the rent shall be apportioned as of such date, and the Landlord shall be entitled to the entire award for such portion of the leased premises as is taken or condemned by public authority for public use. If only a portion of the leased Premises is condemned such that the Premises remain reasonably usable for their leased purpose, then in such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of the leased premises taken. In no event shall the Landlord be liable to the Tenant for any diminution in use or for the value of any unexpired term of this Lease.

INSPECTION: Landlord or its agents shall have the right, upon reasonable notice and during normal business hours, to enter the Premises for the purpose of inspecting or for any other purpose not inconsistent with the terms and spirit of this Lease.

LIENS: Tenant shall promptly discharge all liens of contractors, subcontractors, mechanics, laborers, materialmen, wholesalers, supplies, vendors, and other liens of like character arising by reason of work done at the request of Tenant or supplies or equipment ordered. Landlord shall promptly discharge all liens of contractors, subcontractors, mechanics, laborers, materialmen, wholesalers, supplies, vendors, and other liens of like character arising by reason of work done at the request of Landlord or supplies or equipment ordered.

LIABILITY AND INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of the Tenant, the Tenant's employees, agents, guests, invitees, customers or otherwise, by reason of Tenant's occupancy and use of the Leased Premises or because of fire, flood, windstorm, acts of God, or for any other reason, except as caused by the negligence or intentional acts of the Landlord, its agents or employees. The Tenant agrees to indemnify and save harmless the Landlord from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney's fees and costs, caused by reason of Tenant's occupancy and use of the leased Premises except as caused by the negligence or intentional acts of the Landlord, their agents or employees.

DEFAULT: If Tenant: (i) defaults in the prompt payment of rent after the same shall be due and payable; (ii) fails to perform or observe any other provisions of this Lease Agreement; (iii) permits the leasehold interest of Tenant be levied upon under execution or attached by process of law; (iv) abandons the Leased Premises; **or** (v) at any time during the term of this Lease Agreement removes or attempts to remove the Personalty from the Leased Premises. **And if** Tenant shall fail to cure said default within 10 days of receiving notice from Landlord of said default (unless such default, exclusive of non-payment of sums due, cannot reasonably be cured within 10 days, and Tenant shall have commenced to cure said default within said 10 days and continues diligently to pursue the curing of the same). **Then** Landlord shall: (i) have the right to declare the balance of all unpaid rent immediately due and payable in full; (ii) have the right to proceed by attachment, suit or otherwise to evict the Tenant and to collect any delinquent rent or other amounts due Landlord under this Lease; **and/or** (iii) have the right to proceed in accordance with Florida Landlord-Tenant statutes.

Upon termination of this Lease, whether by lapse of time or otherwise; or upon any termination of the Lease, the Tenant shall surrender possession and vacate the leased Property immediately and deliver possession thereof to Landlord. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Premises.

NOTICES: All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, (iii) delivered by overnight carrier with signed acknowledgment of receipt, or (iv) delivered by telephonically transmitted facsimile, or electronically transmitted e-mail, with confirmation of transmission. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing:

- (a) if to Landlord, to: Gallery 34949, Inc.
7542 Platte Road
Beulah, Michigan, 49617
- with copy to: 305 Fernandina Street
Ft. Pierce, FL 34949
- (b) if to Tenant, to: Ruth M. Clendenin
1607 Seaway Drive
Ft. Pierce, FL 34949

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days (excluding Sundays and holidays) after the same is deposited in the United States Mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon pre-paid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery if delivery is not accepted) of the same at the address were the same is to be given, delivered or made. Any such notice, demand or document delivered by means of telephonically transmitted facsimile or electronically transmitted e-mail shall be deemed to be given, delivered or made upon receipt provided that any such receipt occurring on a Saturday, Sunday, holiday or after 5:00 p.m. on any business day shall be deemed to have occurred the next following business day.

ABANDONMENT: If at any time during the term of this Lease it reasonably appears to Landlord that Tenant has abandoned the Premises, then Landlord may, at his option, enter upon the Premises and take whatever actions as are reasonably necessary appropriate to preserve Landlord's interest in the Premises.

SUBORDINATION TO PRESENT OR FUTURE MORTGAGE: This Lease and all rights of Tenant are, and shall be, subject and subordinate to the lien of any mortgage which may now or hereafter encumber the Premises, and to all renewals, modifications, amendments, consolidations, replacements, future advances and extensions of the mortgage. This subordination shall be self-operative and no further instrument or subordination shall be required.

RIGHT TO CURE ENCUMBRANCES: If the Landlord shall fail to cure any defaults pertaining to any liens on the Premises so that such defaults threaten the Tenant's rights under this Lease, then the Tenant shall have the right to cure said default and to make a set-off against future rent payments.

ESTOPPEL CERTIFICATE: Tenant shall, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying, if the same be true, (i) that this Lease is in full force and effect; (ii) the date to which the rent and other charges are paid in advance; (iii) acknowledging that there are not any uncured defaults if any are claimed; and (iv) setting forth the date of commencement of rents and expiration of the term. This statement may be relied upon by any prospective purchaser or other third party.

QUIET ENJOYMENT: Tenant shall have the right of quiet enjoyment to the Premises as that term is defined by Florida Law.

RADON GAS: Pursuant to Fla. Stat. Sec. 404.056(8), 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 building in Florida.

ATTORNEY'S FEES: If it becomes necessary for either party to obtain the services of an attorney to enforce the provisions herein or relating to the Premises, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and all costs incurred, whether or not litigation is necessary and including all appeals.

TIME: Time is of the essence of this Lease and every term and provision of this Lease.

SEVERABILITY: It is further understood and agreed that in the event any provision of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

NON-WAIVER: No covenant, term, or condition, (or the breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof) shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

TERMINOLOGY: Whenever used herein, the terms "Landlord" and "Tenants" shall be construed in the singular or plural as the context may require or admit and shall be further construed to include the "Landlord's" Agent.

INTERPRETATION: This Lease has been submitted to the scrutiny of each party hereto and each party has had opportunity to have it reviewed by legal counsel. This Lease shall be given fair and reasonable interpretation in accordance with the words used herein without consideration or weight being given to its having been drafted by either party hereto or their respective legal counsel.

APPLICABLE LAW: This Lease Agreement is to be construed according to the laws of the State of Florida.

CAPTIONS: Captions and headings in this Lease Agreement are for convenience only and shall not be relied upon in construing the meaning of this Lease Agreement or any of its provisions.

NO RECORDING: Neither this Lease, nor any notice of it, shall be recorded in any public records.

FACSIMILE AND E-MAIL: Telephonically transmitted facsimile copies, and electronically scanned and e-mailed copies, of this Lease and any signatures thereon shall be considered for all purposes as originals.

COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be, and shall be taken to be, an original, and all collectively deemed one instrument.

BINDING EFFECT; SUCCESSORS AND ASSIGNS: This Lease shall be binding upon and inure to the benefit of Landlord, Tenant and their permitted successors and assigns, if any.

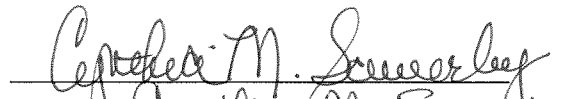
ENTIRE AGREEMENT: This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased Premises and it may be modified only by an agreement in writing executed by Landlord and Tenant with the same formalities as this Lease. This agreement shall be interpreted and enforced under the laws of the State of Florida.

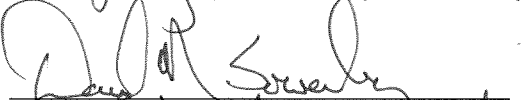
TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, either as additional terms and conditions or alterations to existing terms and conditions, shall control all printed provisions in conflict with them.

WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

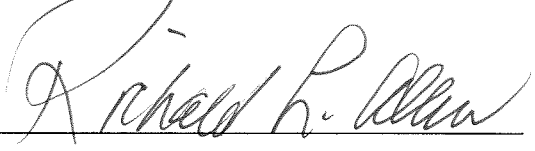
Signed, sealed and delivered
in the presence of:


Print Name: Cynthia M. Sowerby


Print Name: David N. Sowerby

"Landlord"

GALLERY 34949, INC., a Florida corporation

By: 
RICHARD L. ALLEN, President


Executed by Landlord on August 4th, 2015.

Signed, sealed and delivered
in the presence of:


Print Name: Cynthia M. Sowerby


Print Name: David N. Sowerby

"Tenant"


RUTH M. CLENDENIN

Executed by Tenant on August 8/4, 2015.