

month's rent so long as no default on the Lease exists. The excess deposit monies, if any, shall be returned to tenant after application of deposit monies to the last months rent.

6. Landlord hereby agrees that for so long as a health and fitness facility operates in the Building owned by Tenant's affiliate, 701 Orange Avenue, LLC, Landlord shall not lease any space in the Building to a health and fitness facility.

7. This Lease Termination Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

8. The provisions of this Lease Termination Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Lease Termination Agreement.

9. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and court costs incurred in that action or proceeding, in addition to any other relief to which the party may be entitled.

10. The Tenant shall address the floor damage that is referenced in the Engineer's report dated March 14, 2017 in accordance with section 3 of this agreement as per an engineer's specifications.

11. Steve Tarr, and immediate family, and Ryan Andrew, and immediate family, shall be granted free memberships to Anytime Fitness Of Ft. Pierce for the duration of time that Anytime Fitness Of Ft. Pierce is located at 701 orange Ave. Ft. Pierce Fl.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Lease Termination Agreement as of the date set forth above.