

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA**

J. & R. GYM, LLC, a Florida limited liability company,

Plaintiff,

v.

Case No.: 2017-CA-002566-15-L

GYMNASTICS USA LONGWOOD, LLC, a Florida limited liability company,
AUSTIN ARTHUR, an individual, and
ALEXANDER ARTHUR, an individual,

Defendants.

VERIFIED COMPLAINT FOR POSSESSION AND DAMAGES

Plaintiff, **J. & R. GYM, LLC**, a Florida limited liability company (hereinafter, “**Landlord**”), hereby sues Defendant, **GYMNASTICS USA LONGWOOD, LLC**, a Florida limited liability company (hereinafter “**Tenant**”), **AUSTIN ARTHUR**, an individual, and **ALEXANDER ARTHUR**, an individual, and states as follows:

GENERAL ALLEGATIONS

1. This is an action to recover possession of real property and damages in which the amount in controversy exceeds \$15,000.00, exclusive of interest, costs, and attorneys’ fees.
2. Subject matter jurisdiction is proper under Section 34.011, Florida Statutes.
3. Venue properly lies in Seminole County, Florida pursuant to Sections 47.011 and 47.051, Florida Statutes, because the Property is located in Seminole County, and this cause of action accrued in Seminole County, Florida.

4. At all times material hereto, Landlord is a Florida limited liability company, with its principal place of business located at 400 Gold Medal Court, Longwood, Seminole County, Florida 32750.

5. At all times material hereto, Tenant is a Florida limited liability company, with its principal address at 400 Gold Medal Court, Longwood, Seminole County, Florida 32750.

6. Landlord owns the real property located at 400 Gold Medal Court, Longwood, Seminole County, Florida 32750 (the “**Premises**”).

7. Austin Arthur is an individual, who, upon information and belief, resides in Orange County, Florida.

8. Alexander Arthur is an individual, who, upon information and belief, resides in Orange County, Florida.

9. On or about May 1, 2016, Landlord and Tenant entered into a written Commercial Lease Agreement (“**Lease**”) that provided Tenant use of the Premises and whereby Tenant agreed to pay a monthly rental. A copy of the Lease is attached hereto and incorporated herein as Exhibit “A.”

10. On or about May 1, 2016, Austin Arthur and Alexander Arthur executed a Guaranty of Payment and Performance (“**Guaranty**”) whereby Austin Arthur and Alexander Arthur, jointly and severally unconditionally guaranteed Tenant’s full and prompt payment of “rent, additional rent and other charges and sums, including, without limitation, Landlord’s legal expenses and disbursements.” A copy of the Guaranty is attached hereto and incorporated herein as Exhibit “B.”

11. On November 13, 2017, pursuant to the Lease and Florida Statutes, Landlord provided Tenant a notice to pay the rental arrearage due and to cure the defaults perpetrated by

Tenant or to return possession of the Premises to Landlord. A copy of the Notice of Default (“**Notice**”) is attached hereto and incorporated herein as Exhibit “C.”

12. To date, Tenant owes Landlord past due rent in the amount of Thirty Five Thousand Five Hundred Thirty Four and 70/100 Dollars (\$35,534.70). Said amount does not include interest, fees, and costs or future/accelerated rent due and owing under the Lease. Moreover, rent will continue to accrue during the pendency of this matter with the next payment due and owing on or before December 1, 2017, in the amount of Seventeen Thousand Seven Hundred Sixty Seven and 35/100 Dollars (\$17,767.35).

13. On November 16, 2017, pursuant to the Guaranty, Landlord provided Austin Arthur and Alexander Arthur (“**Guarantors**”) with a Notice of Default under the Guaranty. A copy of the Notice of Default under the Guaranty is attached hereto and incorporated herein as Exhibit “D.”

14. Tenant has refused to deliver possession of the Premises or make a timely payment of rents in full and is therefore in default under the terms of the Lease.

15. Landlord has elected to recover possession of the property due the Defendant’s default for nonpayment of rents and seeks summary procedure as permitted by Section 51.011, Florida Statutes and specifically permitted under Section 83.21, Florida Statutes.

16. Landlord has been forced to retain the law firm of Cipparone & Cipparone, P.A. to maintain the instant action and is obligated to pay it a reasonable fee.

17. Defendants are liable to Landlord for reasonable attorneys’ fees and costs pursuant to the Lease and Chapter 83, Florida Statutes.

18. All conditions precedent to the initiation and maintenance of this action have been performed, have occurred, are excused or have been waived.

COUNT I – POSSESSION
(Against GYMNASTICS USA LONGWOOD, LLC)

19. Landlord re-incorporates and re-alleges Paragraphs 1 through 18 of its Complaint as if they are fully stated herein.

20. Tenant has refused to deliver possession of the Premises or pay Landlord past due rents, which are due and payable under the terms of the Lease, in the amount of Thirty Five Thousand Five Hundred Thirty Four and 70/100 Dollars (\$35,534.70).

21. Tenant's failure to pay the rents under the terms of the Lease constitutes a default under the Lease.

22. Despite Tenant's default, it remains in possession of the Premises and has refused and/or failed to cure the default or to vacate the Premises.

23. As a result of Tenant's default under the Lease, Landlord is entitled to evict Tenant from the Premises and take possession of the Premises via summary procedure.

24. Pursuant to the Lease and Chapter 83, Florida Statutes (2017), Landlord is entitled to recover attorneys' fees and costs for any litigation resulting from Tenant's breach of the Lease.

WHEREFORE, Plaintiff, **J. & R. GYM, LLC**, a Florida limited liability company, respectfully requests that this Court enter an order against Defendant, **GYMNASTICS USA LONGWOOD, LLC**, a Florida limited liability company, granting **J. & R. GYM, LLC** possession of the Premises, attorneys' fees and costs, any further relief that this Court deems just and proper.

COUNT II – DISTRESS FOR RENT
(Against GYMNASTICS USA LONGWOOD, LLC and AUSTIN ARTHUR and ALEXANDER ARTHUR, Guarantors)

25. Landlord re-incorporates and re-alleges Paragraphs 1 through 18 of its Complaint as if they are fully stated herein.

26. This is an action for damages related to Tenant's breach of the Lease due to Tenant's failure to pay rents under the explicit terms of the Lease.

27. This Court has jurisdiction pursuant to section 83.11, Florida Statutes and Section 25 of the Lease.

28. Despite Landlord's efforts to have Tenant pay the rents, as evidenced by the Notice provided to Tenant, Tenant continues to occupy the Premises and not pay rents pursuant to the terms of the Lease.

29. Tenant's refusal to pay rents, due and payable under the terms of the Lease, has caused Landlord to suffer damages in the amount of Thirty Five Thousand Five Hundred Thirty Four and 70/100 Dollars (\$35,534.70) exclusive of interest, late charges, and attorneys' fees and costs for pursuing this action.

30. The amount of rent owing to Landlord is continuing in nature and will continue to accrue for each month Tenant continues to occupy the Premises without paying.

31. Landlord has complied with all of its responsibilities and obligations contained in the Lease.

32. Pursuant to the Lease, Landlord is entitled to recover attorneys' fees and costs for any litigation resulting from Tenant's breach of the Lease.

33. Pursuant to the Lease, Landlord is also entitled to a security interest upon all goods, wares, equipment, fixtures, furniture, inventory, improvements and all other personal property of Tenant situated in or on the Premises.

WHEREFORE, Plaintiff, **J. & R. GYM, LLC**, a Florida limited liability company, respectfully requests that this Court issue a distress writ, pursuant to the Lease, prohibiting the distribution, disposal, or secretion of any property within the Premises, and further enter a

judgment against Defendant, **GYMNASTICS USA LONGWOOD, LLC**, a Florida limited liability company, granting **J. & R. GYM, LLC** the value for the outstanding rent, interest, late fees as provided for in the Lease, as well as attorneys' fees and costs, any further relief that this Court deems just and proper.

COUNT III – BREACH OF THE LEASE
(Against GYMNASTICS USA LONGWOOD, LLC)

34. Landlord re-incorporates and re-alleges Paragraphs 1 through 18 of its Complaint as if they are fully stated herein.

35. This is an action for damages related to Tenant's breach of the Lease due to Tenant's failure to pay rents under the explicit terms of the Lease.

36. Despite Landlord's efforts to have Tenant pay the rents, as evidenced by the Notice provided to Tenant, Tenant continues to occupy the Premises and not pay rents pursuant to the terms of the Lease.

37. Tenant's refusal to pay rents, due and payable under the terms of the Lease, has caused Landlord to suffer damages in the amount of Thirty Five Thousand Five Hundred Thirty Four and 70/100 Dollars (\$35,534.70) exclusive of interest, late charges, and attorneys' fees and costs for pursuing this action.

38. The amount of rent owing to Landlord is continuing in nature and will continue to accrue for each month Tenant continues to occupy the Premises without paying.

39. Landlord has complied with all of its responsibilities and obligations contained in the Lease.

40. Pursuant to the Lease, Landlord is entitled to recover attorneys' fees and costs for any litigation resulting from Tenant's breach of the Lease.

41. Pursuant to the Lease, Landlord is also entitled to a security interest upon all goods, wares, equipment, fixtures, furniture, inventory, improvements and all other personal property of Tenant situated in or on the Premises.

WHEREFORE, Plaintiff, **J. & R. GYM, LLC**, a Florida limited liability company, respectfully requests that this Court enter an order against Defendant, **GYMNASTICS USA LONGWOOD, LLC**, a Florida limited liability company, granting **J. & R. GYM, LLC** damages, attorneys' fees and costs, any further relief that this Court deems just and proper.

COUNT IV – BREACH OF THE GUARANTY
(Against ALEXANDER ARTHUR AND AUSTIN ARTHUR)

42. Landlord re-incorporates and re-alleges Paragraphs 1 through 18 of its Complaint as if they are fully stated herein.

43. This is an action for damages related to Guarantors' breach of the Guaranty due to Tenant's failure to pay rents under the explicit terms of the Lease, and Guarantors' failure to cure Tenant's default under the Lease as provided by the Guaranty.

44. Despite Landlord's efforts to have Tenant pay the rents and/or Guarantors cure Tenant's default under the Lease, as evidenced by the Notice of Default under Guaranty provided to Guarantors, Tenant continues to occupy the Premises and not pay rents pursuant to the terms of the Lease.

45. Guarantors' refusal to pay rents due and payable under the terms of the Lease, has caused Landlord to suffer damages in the amount of Thirty Five Thousand Five Hundred Thirty Four and 70/100 Dollars (\$35,534.70) exclusive of interest, late charges, and attorneys' fees and costs for pursuing this action.

46. The amount of rent owing to Landlord is continuing in nature and will continue to accrue for each month Tenant continues to occupy the Premises without paying.

47. Landlord has complied with all of its responsibilities and obligations contained in the Guaranty.

48. Pursuant to the Guaranty, Landlord is entitled to recover attorneys' fees and costs for any litigation resulting from Tenant's breach of the Lease.

WHEREFORE, Plaintiff, **J. & R. GYM, LLC**, a Florida limited liability company, respectfully requests that this Court enter an order against Defendants, **AUSTIN ARTHUR**, an individual and **ALEXANDER ARTHUR**, an individual, jointly and severally, granting J. & R. GYM, LLC damages, attorneys' fees and costs, any further relief that this Court deems just and proper.

COUNT V – FORECLOSURE OF LANDLORD'S LIEN
(Against GYMNASTICS USA LONGWOOD, LLC)

49. Landlord re-incorporates and re-alleges Paragraphs 1 through 18 of its Complaint as if they are fully stated herein.

50. This is an action to foreclosure a Landlord's lien.

51. Landlord holds a lien pursuant to Section 83.08, Florida Statutes, and the Lease.

52. Landlord claims a lien on all personal property of Tenant, which was usually kept at the Premises, and all other property of Tenant, whether moved or not, including, but not limited to all equipment inventory, furniture, fixtures, improvements, and all other personal property, pursuant to Section 83.08, Florida Statutes, and the Lease.

WHEREFORE, Plaintiff, **J. & R. GYM, LLC**, a Florida limited liability company, demands a judgment foreclosing its Landlord's lien and ordering that the subject property be sold under and pursuant to the judgment of this Court and that the proceeds of such sale be applied toward the satisfaction and payment of Plaintiff, **J. & R. GYM, LLC**'s lien and the costs of this action, including attorneys' fees, and if the proceeds of any sale are insufficient to satisfy the claims

hereunder of **J. & R. GYM, LLC**, a deficiency judgment, and any further relief that this Court deems just and proper.

Respectfully submitted this 21st day of November, 2017.

CIPPARONE & CIPPARONE, P.A.
1525 International Parkway, Ste. 1071
Lake Mary, Florida 32746
Telephone: (321) 275-5914
Facsimile: (321) 275-5931

/s/ Ryan M. Cipparone

RYAN M. CIPPARONE

Florida Bar No.: 85786

RCipparone@CipparonePA.com

PRISCILLA E. RIVERS

Florida Bar No.: 46842

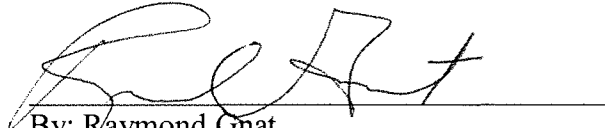
PRives@CipparonePA.com

UNOFFICIAL

VERIFICATION

Under penalty of perjury under the laws of the State of Florida, I declare that I have read the foregoing, and that the facts alleged herein are true and accurate to my knowledge and belief based upon information available to me as of the date of this verification.

J. & R. GYM, LLC,
a Florida limited liability company.

A handwritten signature in black ink, appearing to read 'Raymond Gnat', is written over a horizontal line.

By: Raymond Gnat
Title: Member

UNOFFICIAL

COMMERCIAL LEASE

This Lease is made this **1st** day of **May**, 2016, by and between **J. & R. GYM, L.L.C.**, a Florida limited liability company ("Landlord") and **GYMNASTICS USA LONGWOOD, LLC**, a Florida limited liability company ("Tenant").

WITNESSETH:

1. **BASIC LEASE PROVISIONS:**

- 1.1. Building Address: 400 Gold Medal Court
Longwood, Florida 32750
- 1.2. Area of Premises: **27,000 square feet** of Gross Rentable Area.
- 1.3. Tenant's Percentage Share: **100.0%**. The overall building ("Building"), which contain the Premises, measures 27,000 Gross Square Feet.
- 1.4. Commencement Date of Lease: The Commencement Date shall be May 1, 2016.
- 1.5. Expiration Date of Lease: **Ten (10) years** from the Commencement Date.
- 1.6. Rent Commencement: Rent shall commence upon the Commencement Date of Lease.
- 1.7. Base Rent: Payable in equal monthly installments as reflected below, plus any applicable sales tax¹:

Lease Year	Annual Base Rent	Monthly Base Rent
1	\$ 162,000.00	\$ 13,500.00
2	\$ 166,860.00	\$ 13,905.00
3	\$ 171,865.80	\$ 14,322.15
4	\$ 177,021.77	\$ 14,751.81
5	\$ 182,332.43	\$ 15,194.37
6	\$ 187,802.40	\$ 15,650.20
7	\$ 193,436.47	\$ 16,119.71
8	\$ 199,239.57	\$ 16,603.30
9	\$ 205,216.75	\$ 17,101.40
10	\$ 211,373.26	\$ 17,614.44

¹ It is understood and agreed by the Landlord and Tenant that Tenant, for the first four (4) months of the Lease (i.e., May, June, July and August 2016), shall pay one-half of the Monthly Base Rent plus any applicable sales tax. More specifically, Tenant shall pay \$6,750.00 plus applicable sales tax beginning May 1, 2016 through August 2016 and, beginning September 1, 2016, Tenant shall be responsible for the entire Monthly Base Rent plus applicable sales tax as described in the Table above.

- 1.8. Additional Deposits: None required.
- 1.9. Security Deposit: **\$ \$17,614.44** (Equal to one month's Base Rent for Year 10 and shall be due at Lease execution).
- 1.10. Permitted Use: Gymnastics facility and general office use.
- 1.11. Exclusivity: N/A.
- 1.12. Future Expansion: Tenant shall not have the option to expand the Premises.
- 1.13. Tenant's Trade Name: Gymnastics USA.
- 1.14. Minimum Hours of Operation: Normal and customary hours for similar gymnasiums operating in the Central Florida area, but Tenant may be open from 7:30 A.M. until 9:00 P.M., Monday-Sunday.
- Minimum Hours of Illumination of Exterior Windows: N/A.
- 1.15. Condition of Premises and Tenant Build-Out: Tenant agrees that it has fully inspected the Premises and accepts the condition of the Premises in "AS IS" condition with no warranties or promises express or implied. Tenant shall be responsible for the cost of any improvements to the Premises, which must be approved by Landlord in writing before constructing, such approval not to be unreasonably withheld, conditioned or delayed. Landlord shall approve or disapprove (and provide written explanation of the reasons therefor if disapproved) the proposed improvements within **two (2) days** after submittal from Tenant thereof.
- 1.16. Radius: N/A.
- 1.17. Late Charges: The parties agree that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the amount of which is extremely difficult to ascertain. Therefore, the parties agree that if any installment of rent is not received by Landlord within **five (5) days** after rent is due, Tenant will pay to Landlord a sum equal to **5%** of the monthly rent as a late charge.
- 1.18. N/A
- 1.19. Options to Extend: Tenant shall have two (2) options to extend the term of this Lease as more particularly described in Paragraph 26 below.
- 1.20. Option Exercise Deadline: N/A.
- 1.21. NNN Operating Expenses and Taxes: In addition to Base Rent, Tenant shall

pay all NNN expenses, including Tenant's Percentage Share of real estate taxes, insurance and Common Area Maintenance (CAM) for the Building.

1.22. Calculation of Operating Expense Percentage: Square footage of the Premises/Square Footage of the Building (27,000/27,000 square feet).

1.23. Guarantor(s): Austin Arthur and Alexander Arthur.

1.24. Address for payment of rent and notices:

Landlord:

J. & R. Gym, L.L.C.
748 Red Wing Drive
Lake Mary, FL 32746

Tenant:

Gymnastics USA Longwood, LLC
13175 West Colonial Drive
Winter Garden, FL 34787

1.26 Landlord and Tenant warrant and represent to each other that they have not consulted or negotiated with any broker or finder with regard to the Premises or this Lease. If either party shall be in breach of the foregoing warranty, such party shall indemnify the other against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone else having dealt with such party in breach.

1.27 Right of First Refusal: N/A.

2. **DEFINITIONS:** Unless the context otherwise specifies or requires, the following terms will have the meanings set forth below:

2.1 Building Structure: The perimetrical boundaries of the Premises shall be the exterior surfaces of exterior windows and glass doors bounding the Premises and the unfinished interior surfaces of the walls and entry doors, excluding paint, wallpaper and like coverings; the upper boundary shall be the unfinished lower interior surface of the ceiling; the lower boundary shall be the unfinished upper interior surface of the floor of the structure commonly known as 400 Gold Medal Court, Longwood, Florida 32750.

2.2. Common Areas: All areas and facilities outside the Premises such as pedestrian walkways, patios, landscaped areas, sidewalks, loading areas, parking areas and roads, and interior areas such as elevators. Tenant may not make any alterations, additions, improvements, repairs or change to the Common Areas.

2.3. Lease Year: Each twelve (12) month period during the term of this Lease.

2.4. Net Rentable Area: All floor area within the Premises.

3. **PREMISES:**

3.1. Lease of Premises: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and subject to the agreements, covenants, conditions and provisions set forth in this Lease, to which Landlord and Tenant hereby mutually agree, the premises (the "**Premises**") described in **Paragraphs 1.1** and **1.2** above.

3.2. Building: The Premises are the Building (the "Building") described in **Paragraph 1**. Landlord reserves the right to install, maintain, use, repair and replace, pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Building in a manner that will not materially interfere with Tenant's use of the Premises.

4. **COMMON AREAS:**

4.1. Tenant's Right to Use Common Areas: Landlord grants Tenant and its authorized representatives and invitees the non-exclusive right to use the Common Areas with others who are entitled to use the Common Areas subject to the rights as set forth in this Lease.

4.2. Landlord's Control: Landlord has the right to:

(a) enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use and operation of the Common Areas;

(b) close, if necessary, any of the Common Areas to prevent dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas;

(c) close temporarily any of the Common Areas for maintenance purposes;

Notwithstanding the provisions of this **Subparagraph**, in exercising its rights hereunder, Landlord will provide reasonable access to and from the Premises.

5. **RENT/AUDIT:**

5.1. Basic/Percentage Rent: Tenant will pay to Landlord as rent for the use and occupancy of the Premises at the times and in the manner provided below, the following sums of money:

(a) Base Rent: Tenant will pay to Landlord Base Rent in the amount specified in **Paragraph 1** above payable in advance on the commencement of the term of this Lease and on or before the first day of each and every successive calendar month during the term hereof without demand, setoff or deduction.

(b) NNN Expenses: In addition to Base Rent, Tenant will pay to Landlord

all NNN expenses, including Tenant's Percentage Share of real estate taxes, insurance and Common Area Maintenance (CAM) for the Building (including but not limited to elevator, backflow and Building sprinkler maintenance), payable in advance on the commencement of the term of this Lease and on or before the first day of each and every successive calendar month during the term hereof without demand, setoff or deduction. At Lease Commencement, monthly NNN expenses are estimated to be \$2,700.00.

5.2. Sales Tax; Additional Rent: In addition to the Base Rent and Tenant's Percentage Share of the NNN expenses, Tenant agrees to pay Landlord monthly all sales or use taxes or excise taxes imposed or levied by the State of Florida or Seminole County or any other governmental body or agency against any rent or any other charge or payment required hereunder to be made by Tenant to Landlord. All sums of money as shall become due and payable by Tenant to Landlord under this Lease, including, without limitation, sales tax, shall be additional rent which Tenant shall be obligated to pay. Landlord shall have the same remedies for default in the payment of additional rent as are available to Landlord in the case of a default in the payment of Base Rent.

6. **TAX EXPENSES:**

6.1. Taxes Payable by Tenant: Tenant shall be directly responsible for taxes upon, measured, by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant regardless of whether title to such improvements is in Tenant or Landlord.

7. **USE OF PREMISES:**

7.1. Effect on Insurance: Unless otherwise approved by Landlord in writing, which such approval shall not be unreasonably withheld, Tenant shall not use any portion of the Premises for purposes other than those specified in **Paragraph 1** and no use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the Building, or cause cancellation of insurance policies covering said Building.

7.2. Continuous Operation: Tenant will not leave the Premises unoccupied or vacant and will continuously conduct and carry on in the Premises the type of business for which the Premises are leased. Tenant agrees to be continuously open for business during the hours set forth in **Paragraph 1** except when Tenant is prevented from doing so by strikes, lockouts or other causes beyond the reasonable control of Tenant.

7.3. Miscellaneous Restrictions: Tenant will operate from the Premises using the Trade Name set forth in **Paragraph 1**. Tenant will not use the Premises for or permit in the Premises any offensive, noisy, or dangerous trade, business, or occupation or interfere with the business of any other tenant in the Building or permit any auction, liquidation, fire or bankruptcy sale to be held or conducted in or about the Premises. Tenant agrees not to cause, permit or suffer any waste or damage, disfigurement or injury to the Premises or the fixtures or equipment thereof or the Common Areas. Tenant will not use the Premises for washing clothes or cooking and nothing will be prepared, manufactured or mixed in the Premises which might emit any offensive odor into the Building. Tenant will not keep display or sell any merchandise outside of the Premises or otherwise obstruct the sidewalks or Common Areas in the Building or use the same for business operations or advertising. Tenant will not install, maintain use or allow in or upon the Premises any pinball machines, coin operated music machine, video game machines or any other coin operated amusement device of any kind.

8. **PARKING:**

8.1. Tenant's Parking Rights: Within the Common Areas, Landlord will provide parking areas with necessary access. Only automobiles and pickup trucks will be permitted on the parking areas.

8.2. Landlord's Control Over Parking: Tenant and its authorized representatives will park their cars only in areas specifically designated for that purpose by the Landlord. Tenant will not park or permit the parking of any vehicles adjacent to loading areas so as to interfere in any way with the use of such areas. Landlord will have the right to institute reasonable procedures and/or methods to enforce the terms of this Subparagraph.

9. **SIGNS:** Tenant signage, including but not limited to type, size, color, location, copy nature and display qualities, shall be subject to Landlord's prior written approval. Landlord must also approve Tenant's signage contractor, which approval will not be unreasonably withheld. The installation and maintenance of any signs or other advertising matter will at all times be in strict compliance with any and all laws. If at any time Tenant's signs are not in compliance with any and all laws, Landlord shall have the right to remove or otherwise cause such signs to be in compliance. Tenant shall promptly upon demand by Landlord pay Landlord for all of Landlord's costs and expenses incurred in such removal or other action, which such costs and expenses shall constitute additional rent hereunder. Upon expiration or the termination of this Lease, Tenant, at Landlord's election but at Tenant's expense will remove any and all signs and restore the exterior of the Premises or wherever Tenant has installed signs in a manner satisfactory to Landlord.

10. **ASSIGNMENT AND SUBLETTING; ENCUMBRANCE:** Tenant shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the Landlord, which consent shall be in Landlord's sole and absolute discretion.

Landlord, among other things, may elect to withhold consent if Landlord is not satisfied with the financial responsibility, identity, reputation or business character of the proposed assignee or sublessee. Any change (i) in the majority ownership of Tenant, if Tenant is a corporation, or (ii) in the majority of the general partners of Tenant, if Tenant is a partnership, in the ownership of Tenant, or (iii) in the majority of the membership interest of Tenant, if Tenant is a limited liability company, if Tenant is a corporation or partnership or limited liability company, shall constitute an assignment for purposes of this **Paragraph**. Notwithstanding any consent by Landlord, Tenant and Guarantor(s), if any, shall remain jointly and severally liable (along with each approved assignee and sublessee, which shall automatically become liable for all obligations of Tenant hereunder with respect to that portion of the Premises so transferred), and Landlord shall be permitted to enforce the provisions of this Lease directly against Tenant or any assignee or sublessee without proceeding in any way against any other party. In the event of an assignment, contemporaneously with the granting of Landlord's consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefore along with Tenant. No usage of the Premises different from the usage provided for in **Paragraph 1** above shall be permitted, and all other terms and provisions of the Lease shall continue to apply after such assignment or sublease. Tenant shall not make or consent to any conditional, contingent or deferred assignment of some or all of Tenant's interest in this Lease without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. Tenant shall not enter into, execute or deliver any financing or security agreement that can be given priority over any mortgage given by Landlord or its successors, and, in the event Tenant does so execute or deliver such financing or security agreement, such action on the part of Tenant shall be considered a breach of the terms and conditions of this Lease and a default by Tenant entitling Landlord to such remedies as are provided for in this Lease. Landlord shall have the right to assign or transfer, in whole or in part, Landlord's rights and obligations hereunder and in the Building and the Premises. Tenant shall be responsible for paying all of Landlord's legal fees associated with any requested assignment or sublet.

11. **ORDINANCES AND STATUTES:** At Tenant's sole cost, Tenant will 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 Premises, occasioned by or affecting the use thereof by Tenant, including, but not limited to the Americans With Disabilities Act. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the Landlord, be deemed a breach thereof. In addition, Tenant shall comply with any requirements applicable to the Building imposed by any property owner's association, including but not limited to the Longwood Business Park.

12. **MAINTENANCE, REPAIRS, ALTERATIONS:**

12.1. Tenant's Obligations: Tenant shall, at its own expense and at all times,

maintain the interior of the Premises in good, clean and safe condition, including plate glass, electrical wiring, plumbing, HVAC and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. As part of its air conditioning maintenance obligation, Tenant shall enter into a quarterly maintenance contract with an air conditioning repair firm which is fully licensed to repair air conditioning units in the State of Florida. No later than the Commencement Date and annually thereafter, Tenant shall deliver to Landlord a copy of the air conditioning maintenance contract and proof that the annual premium for such contract has been paid. Such air conditioning maintenance firm shall (i) regularly service the air conditioning unit(s), changing belts, filters and other parts as required, (ii) keep a detailed record of all services performed at the Premises and prepare a yearly report to be furnished to Landlord promptly at the end of each calendar year. Tenant, at Tenant's expense, shall be responsible for all repairs required to the Premises, excepting only the roof, exterior walls, and structural foundations, which shall be repaired by Landlord. The above notwithstanding, Tenant shall only be responsible for repairs, on a per occurrence basis, up to the first Two Hundred Dollars (\$200.00) and Landlord shall be responsible for the payment of the amounts in excess of Two Hundred Dollars (\$200.00).

12.2 Alterations: Tenant may not make any improvement or alteration to the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Prior to the commencement of any improvement or alteration, Tenant shall give Landlord at least **two (2) days** written notice in order that Landlord may post appropriate notices to avoid any liability for liens. All alterations will be made by a licensed contractor consented to by Landlord and performed in a good and workmanlike manner. All materials used shall be of a quality comparable to or better than those in the Premises and shall be in accordance with plans and specifications approved by Landlord.

12.3 Liens: Tenant will pay all costs of construction done by it or caused to be done by it on the Premises as permitted by this Lease. Tenant will keep the Building and the Premises free and clear of all construction, mechanic's, materialman's, laborer's and supplier's liens, resulting from construction done by or for Tenant. The interest of Landlord in the Premises and the Building shall not be subject to liens for improvements made by Tenant. Any lien filed by any contractor, materialman, laborer or supplier performing work for Tenant shall attach only to Tenant's interest in the Premises. Tenant agrees to indemnify, defend (by counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all costs and liabilities and any and all mechanic's, materialman's or laborer's liens arising out of or pertaining to any improvements or construction done by Tenant. All persons and entities contracting or otherwise dealing with Tenant relative to the Premises or the Building are hereby placed on notice of the provisions of this **Paragraph**, and Tenant shall further notify in writing

such persons or entities of the provisions of this **Paragraph** prior to commencement of any Tenant work in the Premises. Such notice shall also be conspicuously posted at the entrance to the Premises prior to and during any construction. If any construction, mechanic's, materialman's or laborer's lien is ever claimed, fixed or asserted against the Premises or any other portion of the Building in connection with any such Tenant work, Tenant shall, within **ten (10) days** after receipt by Tenant of notice of such lien, discharge same as a lien either by payment or by posting of any bond as permitted by law. If Tenant shall fail to discharge any such lien, whether valid or not, within **ten (10) days** after receipt of notice from Landlord, Landlord shall have the right, but not the obligation, to discharge such lien on behalf of Tenant and all costs and expenses incurred by Landlord associated with the discharge of the lien, including without limitation, attorneys' fees, shall constitute additional rent hereunder and shall be immediately due and payable by Tenant.

- 12.4 Surrender of Premises: On the last day of the term hereof or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear excepted, clear and free of debris. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, furnishings and equipment.
13. **ENTRY AND INSPECTION**: Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the same, performing any services required of Landlord hereunder and showing the Premises to potential and existing mortgagees and purchasers and prospective tenants of other space. The foregoing notwithstanding, Landlord is not required to give notice to Tenant if Landlord must enter the Premises because of an emergency. Tenant will permit Landlord at any time within **ninety (90) days** prior to the expiration of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit potential tenants to inspect the Premises.
14. **INDEMNIFICATION OF LANDLORD**: Subject to **Paragraph 16.9** below, Tenant will indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord harmless from and against any and all claims, demands, losses, damages, costs and expenses (including attorney's fees) or death of or injury to any person or damage to any property whatsoever arising out of or relating to Tenant's breach or default under this Lease, including, but not limited to Tenant's breach of **Paragraph 21** below or arising out of or relating to Tenant's use or occupancy of the Premises or caused by Tenant or its agents, employees or invitees. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Building or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damage to the Premises and to the Building as well as all damage to tenants or occupants thereof caused by misuse or neglect of said Premises, its apparatus or appurtenances or the Common Areas, by Tenant or Tenant's employees, agents

and invitees.

15. **POSSESSION:** Landlord shall deliver to Tenant possession of the Premises at the commencement hereof. Tenant shall not be liable for any rent until possession is delivered, at which time the term shall commence and the Expiration Date shall be determined so as to give effect to the full stated term.
16. **TENANT'S INSURANCE:** At all times during the term of this Lease, Tenant shall, at its sole expense, procure and maintain the following types of insurance coverage:
 - 16.1. General Liability: Commercial general liability insurance against any and all damages and liability, including attorneys' fees on account or arising out of injuries to or the death of any person or damage to property, however occasioned, in, on or about the Premises in amounts not less than **\$1,000,000.00** for injury or death of one or more persons in a single accident and **\$1,000,000.00** for damage to property;
 - 16.2. Plate Glass: Insurance on all plate or tempered glass in or enclosing the Premises, for the replacement cost of such glass;
 - 16.3. Personal Property: Insurance adequate in amount to cover damage to or replacement of, as necessary, the Premises including, without limitation, leasehold improvements, trade fixtures, furnishings, equipment, goods and inventory;
 - 16.4. Rent Insurance: N/A.
 - 16.5. Employers Liability/Workers Compensation: Employer's liability insurance and worker's compensation insurance providing statutory state benefits for all persons employed by Tenant in connection with the Premises as required by applicable law;
 - 16.6. Sprinkler: Insurance covering damage from leakage or sprinkler systems now or hereafter installed in the Premises in an amount not less than the current replacement cost covering Tenant's merchandise, Tenant's improvements and Tenant's trade fixtures; and
 - 16.7. Other Insurance: Such other insurance in such amounts as may be reasonably required by Landlord against other insurable hazards as at the time are commonly insured against in case of prudent owners of comparable Buildings in the area in which the Building is located.
 - 16.8. Form of Insurance/Companies: All such insurance shall be in a form satisfactory to Landlord and carried with companies reasonably acceptable to Landlord that are licensed or authorized to do business in the State of Florida, are in good standing with the Department of Insurance in the State of Florida and have a rating issued by an organization regularly

engaged in rating insurance companies (including specifically A.M. Best & Company) of not less than one rating below the top rating. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord and Landlord's managing agent as an additional insured. The Certificate shall provide for a **ten (10) day** written notice to Landlord in the event of cancellation or material change of coverage. Not later than **thirty (30) days** prior to the expiration of any coverage, renewals of or replacements for such contracts of insurance shall be delivered to Landlord, together with proof of payment of the associated premiums. In the event Tenant shall fail to procure any contract of insurance required under the terms hereof or any renewal of or replacement for any contract of insurance that is expiring or has been canceled, Landlord may, but shall not be obligated to, procure such insurance on behalf of Tenant and the cost thereof shall be payable to Landlord as additional rent within **ten (10) days** following written demand therefor.

16.9. Subrogation: Landlord and Tenant shall each obtain from their respective insurers under all policies of fire, theft, public liability, workers' compensation and other insurance maintained by either of them at any time during the term hereof insuring or covering the Premises, a waiver of all rights of subrogation which the insurer of one party might otherwise have, if at all, against the other party.

17. **UTILITIES:**

17.1. Tenant's Responsibility: Tenant agrees that it shall be responsible for the payment of the following utilities: electricity, cable, telephone and internet, and for all interior cleaning, repairs and maintenance delivered to the Premises.

17.2. Landlord's Responsibility: Landlord shall not be liable for failure to furnish any of the utilities or services described in this **Paragraph 17** and Tenant shall have no right to abatement of rental hereunder or to termination of this Lease with respect to any such interruption nor shall such failure constitute an eviction, nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring through or in connection with or incidental to the furnishing of any of the services enumerated above.

18. **CONDEMNATION**: If **one third (1/3)** of the land area of the Building and Common Areas shall be taken or condemned for public use, Landlord or Tenant may elect to terminate this Lease effective on the date of taking; otherwise this Lease will remain in full force and effect. If there is a taking of all of the Premises or a part thereof so that the remaining part of the Premises is not suited for Tenant's continued use, in the sole discretion of Tenant, either party may elect to terminate this Lease effective on the date of taking. If there is a taking of less than twenty-five percent (25%) of the Premises and the part that remains is suitable for Tenant's use, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Tenant shall be required to pay such

proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation. The election to terminate this Lease as provided herein must be exercised, if at all, within **sixty (60) days** after the nature and extent of the taking is determined, otherwise, this Lease will remain in full force and effect. All sums which may be payable on account of any condemnation shall belong solely to the Landlord, and Tenant shall not be entitled to any part thereof, provided however, that Tenant shall be entitled to retain any amount awarded to it for its trade fixtures or moving expenses.

19. **TRADE FIXTURES:** Any and all improvements made to the Premises during the term hereof shall, unless Landlord requests their removal, belong to the Landlord without compensation, allowance or credit to Tenant, except movable trade fixtures, Tenant installed lighting and cabinetry which can be removed without defacing the Premises or the Building.

20. **DESTRUCTION OF PREMISES:**

20.1. Partial Destruction: In the event of a partial destruction of the Premises during the term hereof, from any cause covered by insurance, Landlord must repair the same to the extent such repairs can be made with the insurance proceeds made available to Landlord and within **one hundred eighty (180) days** under then existing governmental laws and regulations. Such partial destruction shall not terminate this Lease and Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said **one hundred eighty (180) day** period, this Lease may be terminated at the option of either party.

20.2. Material/Total Destruction: If the Building in which the Premises are situated sustains damage of more than **one-third (1/3)** of the replacement cost thereof, either Landlord or Tenant may elect to terminate this Lease. A total destruction of the Building in which the Premises are situated shall terminate this Lease.

21. **HAZARDOUS SUBSTANCES:**

21.1. Definitions: For the purposes of this Agreement, the following terms have the following meanings:

(a) **"Environmental Law"** means any law, statute, ordinance or regulation pertaining to industrial hygiene or the environment including, without limitation **CERCLA** (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and **RCRA** (Resources Conservation and Recovery Act of 1976) and **SARA** (Superfund Amendments and Reauthorization Act of 1986).

(b) **"Hazardous Substance"** means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products.

21.2. Tenant's Responsibilities: At its own expense, Tenant will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Premises. Tenant will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Building or Common Areas by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. Tenant will cause any and all Hazardous Substances brought upon the Premises by Tenant to be removed from the Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant will, in all respects, handle, treat, deal with and manage any and all Hazardous Substances in, on, under or about the Premises in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the term of the Lease, Tenant will cause all Hazardous Substances placed on, under or about the Premises by Tenant or at Tenant's direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Environmental Laws. Tenant will not take any remedial action in response to the presence of any Hazardous Substances in or about the Premises, Building or the Common Areas, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto.

21.3. Indemnification: If the Premises, Building or the Common Areas become contaminated in any manner for which Tenant is legally liable or otherwise become affected by any release or discharge of a Hazardous Substance, Tenant shall immediately notify Landlord of the release or discharge of the Hazardous Substance, and Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Building or the Common Areas, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant fees and expert fees) arising during or after the term of this Lease and arising as a result of such contamination, release or discharge. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup,

removal or restoration mandated by federal, state or local agency or political subdivision.

22. **EVENTS OF DEFAULT:** If one or more of the following events ("**Event of Default**") occurs, such occurrence constitutes a breach of this Lease by Tenant:

22.1. Abandonment/Vacation: Tenant abandons or vacates the Premises or removes furniture, fixtures or personal property except in the normal course of business; or

22.2. Rent: Tenant fails to pay any monthly Base Rent or NNN Operating Expenses Rent, if applicable, as and when the same becomes due and payable, and such failure continues for more than **five (5) days**; or

22.3. Other Sums: Tenant fails to pay any other sum or charge payable by Tenant hereunder as and when the same becomes due and payable, and such failure continues for more than **ten (10) days** after Landlord gives written notice thereof to Tenant; or

22.4. Other Provisions: Tenant fails to perform or observe any agreement, covenant, condition or provision of this Lease to be performed or observed by Tenant as and when performance or observance is due, and such failure continues for more than **thirty (30) days** after Landlord gives written notice thereof to Tenant, or if the default cannot be cured within said **thirty (30) day** period and Tenant fails promptly to commence with due diligence and dispatch the curing of such default or, having so commenced, thereafter fails to prosecute or complete with due diligence and dispatch the curing of such default; or

22.5. Insolvency: Tenant (a) files or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (b) makes an assignment for the benefit of its creditors; (c) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property; or (d) takes action for the purpose of any of the foregoing; or

22.6. Receiver: A court or governmental authority of competent jurisdiction, without consent by Tenant, enters an order appointing a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial power of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up or liquidation of Tenant, or if any such petition is filed against Tenant and such petition is not dismissed within **sixty (60) days**; or

22.7. Attachments: This Lease or any estate of Tenant hereunder is levied upon

under any attachment or execution and such attachment or execution is not vacated within **sixty (60) days**.

22.8. Assignment/Sublease: Tenant assigns this Lease or subleases all or any portion of the Premises without Landlord's prior written consent.

23. **REMEDIES OF LANDLORD ON DEFAULT:**

23.1. Termination: In the event of any breach of this Lease by Tenant, Landlord may, at its option, terminate the Lease and repossess the Premises pursuant to the laws of the State of Florida and recover from Tenant as damages:

(a) the unpaid rent and other amounts due at the time of termination plus interest hereon at the maximum lawful rate per annum from the due date until paid;

(b) the accelerated present value of the balance of the rent for the remainder of the term after termination less the present value of the fair market value rental of the Premises for said period (both determined by applying a discount rate of **two percent (2%)**); and

(c) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the cost of recovering the Premises.

23.2. Landlord's Options: Landlord may, in the alternative, terminate Tenant's right of possession (but not this Lease) and repossess the Premises pursuant to the laws of the State in which the Building is located, without demand or notice of any kind to Tenant, in which event Landlord may, but shall be under no obligation to do so (unless required by the laws of the State in which the Building is located), relet the Premises for the account of Tenant for such rent and upon such terms as are commercially reasonable. For purpose of such reletting Landlord is authorized by Tenant to decorate or to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient, at Tenant's expense. Tenant shall also be responsible for rent for the period that the Premises are vacant and all costs of re-letting, including, without limitation, brokerage commissions and attorneys' fees. Tenant shall be liable for any deficiency of such rental below the total rental and all other payments herein provided for the unexpired balance of the term of this Lease. If said breach of the Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease; or (iii) exercise any or all rights and remedies available to Landlord at law or in equity.

24. **SECURITY DEPOSIT**: The Security Deposit set forth in **Paragraph 1**, if any, shall secure the performance of the Tenant's obligations hereunder. Landlord may, but shall

not be obligated to apply all or portions of the Security Deposit on account of Tenant's obligations hereunder. In the event that Landlord applies all or a portion of the Security Deposit to Tenant's obligations hereunder, Tenant shall be obligated, within **five (5) days** of receipt of notice from Landlord, to deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount stated in **Paragraph 1.9** above. Failure to deposit such cash shall be a default under the terms of this Lease. Provided Tenant is not in default, any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment of the last month's rent. In the event of a sale of the Building, Landlord shall have the right to transfer the Security Deposit to the purchaser, upon such transfer Landlord shall have no further liability with respect thereto, and Tenant agrees to look solely to such purchaser for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit in a segregated account, and the Security Deposit may be commingled with other funds of Landlord.

25. **LIEN FOR RENT:** To the extent not previously encumbered by a security interest to Landlord or an affiliate thereof, and in addition to and independent of any lien in favor of Landlord arising by operation of law, Tenant hereby grants to Landlord a security interest to secure payment of all Base Rent and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furnishings, inventory, improvements and other personal property of Tenant presently or which hereafter may be situated in or on the Premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Landlord until any and all other sums of money then due to Landlord hereunder, first shall have been paid and discharged, and all covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. At any time and from time to time, Tenant agrees to execute any UCC-1 Financing Statement or such other documents or instruments as Landlord may request to perfect or confirm the security interest created by this **Paragraph**. Upon any failure by Tenant to do so, Landlord may execute same for and on behalf of Tenant as Tenant's attorney-in-fact. All exemption laws are hereby waived by Tenant. This lien and security interest may be foreclosed with or without court proceedings, by public or private sale, with or without notice, and Landlord shall have the right to become purchaser upon being the highest bidder at such sale. Landlord, as secured party, shall be entitled to all the rights and remedies afforded a secured party under the Uniform Commercial Code, which rights and remedies shall be in addition to and cumulative of the Landlord's liens and rights provided by law or by the terms and provisions of this Lease.

26. **OPTIONS TO EXTEND:** Provided that this Lease is in good standing and Tenant is not in default hereunder, Landlord hereby gives and grants to Tenant two (2) options to renew this Lease for the period of five (5) years each upon the following terms:

Option 1:

Lease Year	Annual Base Rent	Monthly Base Rent
11	\$ 217,714.45	\$ 18,142.87
12	\$ 224,245.89	\$ 18,687.16
13	\$ 230,973.26	\$ 19,247.77
14	\$ 237,902.46	\$ 19,825.21
15	\$ 245,039.54	\$ 20,419.96

Option 2:

Lease Year	Annual Base Rent	Monthly Base Rent
16	\$ 252,390.72	\$ 21,032.56
17	\$ 259,962.44	\$ 21,663.54
18	\$ 267,761.32	\$ 22,313.44
19	\$ 275,794.16	\$ 22,982.85
20	\$ 284,067.98	\$ 23,672.33

All other terms and condition of the Lease shall remain the same. The extended terms shall commence from the date of the expiration of the prior term. Nothing contained herein gives or grants Tenant the right to exercise its options for multiple renewal terms at the same time. Tenant shall be limited in its option rights to exercise each of the renewal terms separately, first, at the end of the initial term and then at the end of each successive renewal term. Following the expiration of the second renewal term, Tenant shall have no further right to renew or extend the Lease pursuant to this Paragraph 26. In order to exercise the options herein granted, Tenant must give Landlord written notice by registered or certified mail, return receipt requested, at the address of the Landlord set forth herein (or at such other address hereafter designated by the Landlord) of Tenant's intention to exercise option to extend, not less than ninety (90) days prior to the expiration of the then expiring term. All of the terms, covenants and conditions of this Lease shall apply during the initial and the extended terms.

27. **LIMITATION ON LANDLORD'S PERSONAL LIABILITY:** Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgment from Landlord, it being agreed that Landlord (and any officers, shareholders, directors or employees of Landlord) shall never be personally liable for any such judgment.
28. **ATTORNEY'S FEES:** In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places the enforcement of this Lease or the collection of any rent due or to become due hereunder or recovery of the possession of the Premises in the hands of an attorney, Tenant agrees to pay Landlord reasonable attorneys' fees and costs. If there is any legal action or proceeding between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either Landlord or Tenant hereunder, the unsuccessful party to such action or

proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

29. **WAIVER:** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.
30. **SEVERABILITY:** If any clause or provisions of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
31. **NOTICES:** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), (ii) sent by overnight courier, with request for next Business Day delivery, or (iii) sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth in **Paragraph 1**. All notices sent by mail will be deemed received **two (2) days** after the date of mailing.
32. **HOLDING OVER:** Any holding over after the expiration or termination of this Lease shall be construed as a month-to-month tenancy at a rental of **two hundred percent (200%)** of the rent for the month of the Lease preceding the month in which the expiration or termination occurred, and otherwise in accordance with the terms hereof, as applicable. In the event Tenant shall be or become a holdover tenant, Tenant shall also indemnify Landlord against all claims for damages against Landlord as a result of Tenant's possession of the Premises, including, without limitation, claims for damages by any tenant to whom Landlord may have leased the Premises, or any portion thereof, for a term commencing after the expiration or termination of this Lease.
33. **TIME:** Time is of the essence of this Lease.
34. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the assigns and successors in interest of Landlord and is binding upon and inures to the benefit of Tenant and Tenant's heirs and successors and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns.
35. **SUBORDINATION:** This Lease is and shall always be subject and subordinate to the lien of any mortgages which are now or shall at any future time be placed upon the Building and Common Areas, the Premises or Landlord's rights hereunder, and to any renewals, extensions, modifications or consolidations of any such

mortgage. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, however, Tenant, at Landlord's request, shall execute promptly any appropriate certificate or instrument that Landlord may reasonably request.

36. **ESTOPPEL CERTIFICATE; FINANCIAL STATEMENTS:**

36.1. Content: Tenant shall at any time upon not less than **five (5) days'** prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing:

(a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and

(b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer to the Premises.

36.2. Failure to Deliver: At Landlord's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant:

(a) that this Lease is in full force and effect, without modification except as may be represented by Landlord;

(b) that there are no uncured defaults in Landlord's performance; and

(c) that not more than one month's rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease.

36.3. Financial Statements: In the event the Tenant is in default under this Lease for the nonpayment of rent, upon Landlord's request, Tenant shall deliver its most recent financial statements, prepared by its accountant and in accordance with generally accepted accounting practices, to Landlord.

37. **AUTHORIZATION**: If Tenant executes this Lease as a corporation, limited liability company or partnership, then Tenant and the person(s) executing this Lease on behalf of Tenant, represent and warrant that such entity is duly qualified to do business in the State of Florida and that the individuals executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on Tenant's behalf.

38. **JOINT AND SEVERAL LIABILITY**: In the event that more than one person or entity

executes the Lease as Tenant, all such persons and entities shall be jointly and severally liable for all of Tenant's obligations hereunder.


39. **FORCE MAJEURE:** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond Landlord's or Tenant's absolute control which shall include, without limitation, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, or Acts of God.
40. **RECORDING:** Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of Landlord, which may be unreasonably withheld.
41. **RIDER:** N/A
42. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
43. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Florida.
44. **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 and radon testing may be obtained from your county public health unit.
45. **WAIVER OF THE RIGHT TO TRIAL BY JURY:** LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD OR TENANT MAY HERINAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE LEASED PREMISES:

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

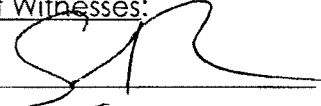
[Signatures on next page]

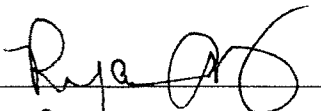
"TENANT"


GYMNASTICS USA LONGWOOD, LLC,
a Florida limited liability company

By: 
Name: Austin Arthur
Title: Authorized Member


Two Tenant Witnesses:

Signature: 
Print Name: Shane Larson

Signature: 
Print Name: Ryan Cipresnik

By: 
Name: Alexander Arthur
Title: Authorized Member

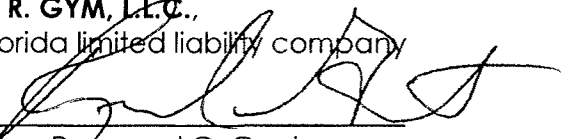
Two Tenant Witnesses:

Signature: 
Print Name: Shane Larson

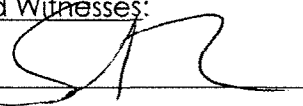
Signature: 
Print Name: Ryan Cipresnik


"LANDLORD"

J. & R. GYM, L.L.C.,
a Florida limited liability company

By: 
Name: Raymond G. Gnat
Title: President

Two Landlord Witnesses:

Signature: 
Print Name: Shane Larson

Signature: 
Print Name: Ryan Cipresnik

GUARANTY OF PAYMENT AND PERFORMANCE

Concurrently with the delivery of this guaranty agreement (the "Guaranty"), **GYMNASTICS USA LONGWOOD, LLC**, a Florida limited liability company, (the "Tenant"), has executed and delivered a commercial lease (the "Lease") of building premises (the "Premises") located at 400 Gold Medal Court, Longwood, Florida 32750, dated MAY 1, 2016. In further consideration of the Lease and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned guarantor(s) jointly and severally, (the "Guarantor") hereby agree to the following:

Section 1. Terms of Guaranty.

(a) Guarantor unconditionally guarantees to Landlord the full and prompt payment of rent, additional rent and other charges and sums, including, without limitation, Landlord's legal expenses and disbursements (collectively, the "Rent") payable by Tenant. This Guaranty is unconditional and absolute, and if for any reason the Rent or any portion thereof shall not be paid when due, Guarantor will immediately pay the same to the person entitled thereto pursuant to the provisions of the Lease as may be applicable, as if such sums constituted the direct and primary obligation of Guarantor, regardless of any defenses or rights of set off or counterclaims which Tenant may have or assert, and regardless of whether any person shall have taken steps to enforce any rights against Tenant or any other person to collect such sum, and regardless of any other condition or contingency.

(b) The obligations, covenants, agreements and duties of Guarantor under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following with respect to: (a) the Lease, (b) any Lease related side letters, non-disturbance or other separate agreements, or (c) this Guaranty (all being herein collectively referred to as the "instruments"), although without notice of the further consent of Guarantor thereto:

- i. the waiver of the performance or observance by Tenant of any agreement, covenant, term or condition to be performed or observed by it;
- ii. the extension of the time for the payment of any sums owing or payable under the instruments or the time for the performance of any other obligation under or arising out of or on account of the instruments;
- iii. the supplementing, modification or amendment (whether material or otherwise) of any of the instruments or any of the obligations of the Tenant set forth in the instruments;
- iv. any failure, omission, delay or lack on the part of the Landlord or any other person to enforce, assert or exercise any right, power or remedy conferred on

such person in any of the instruments, or any action on such person's part granting indulgence or extension in any form;

- v. the release of any security or the release, modification, waiver or failure to enforce any other guaranty, pledge or security device whatsoever;
- vi. any Event of Bankruptcy (as defined in the Lease), including the voluntary or involuntary liquidation, dissolution, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment or other similar proceeding affecting the Tenant or any of its assets;
- vii. the release of the Tenant from performance or observance of any of the agreements, covenants, terms or conditions contained in the instruments by operation of law, or;
- viii. the act of creating the Lease or the obligations evidenced thereby being ultra vires, or because the officer executing same acted without authority, or if Tenant be not liable for any other reason, or in the event the Lease cannot be enforced against the Tenant.

(c) Notice of acceptance of this Guaranty, presentment, demand for payment, protest, notice of dishonor, and all other notices and demands are hereby waived by Guarantor.

Section 2. Representations, Warranties and Covenants of Guarantor.

As a material inducement to the execution and delivery of the Lease by Landlord, Guarantor represents, warrants and covenants as of the date hereof and throughout the term of the Lease as follows:

(a) To the best of Guarantor's knowledge, there is no action or proceeding pending against Tenant or Guarantor before any court or administrative agency which might result in any material adverse change in the business or condition of Tenant or Guarantor or in the property of Tenant or Guarantor.

(b) Guarantor and Tenant have timely filed all Federal and state income tax returns which are required to be filed, and have paid all taxes as shown on the returns and all assessments received by either of them to the extent that such taxes have become due.

(c) To the best of Guarantor's knowledge, neither Guarantor nor Tenant is party to any contract or agreement which materially and adversely affects its respective business, property or assets or financial condition except to the extent disclosed to Landlord. Neither the execution nor delivery of this Guaranty nor fulfillment of nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms and conditions or provisions of, or constitute a default under or result in the creation of any lien, charge or encumbrance upon any property or assets of Guarantor under any other agreement or instrument to which Guarantor is now a party or by which Guarantor may be bound.

(d) Prior to full performance and satisfaction of all of the obligations under the Lease and surrender and acceptance of the Premises upon expiration thereof, Guarantor shall not transfer any of his or her assets to any person (other than to a spouse for estate planning purposes) absent good and valuable consideration therefor.

Section 3. Events of Default.

IF ANY of the following events occurs or shall be continuing:

(a) a default occurs under the terms of the Lease with respect to the payment of Rent by Tenant;

(b) any representation of warranty made by Guarantor herein or in any writing furnished by Guarantor in connection with or as security for the Lease is false or misleading in any material respect;

(c) Guarantor defaults in the timely performance or observance of any agreement, covenant, term or condition contained herein;

(d) Guarantor makes an assignment for the benefit of creditors or if Guarantor petitions or applies to any tribunal for the appointment of a trustee or receiver of its business, estate or assets or of any substantial part of the business, estate or assets of Guarantor, or commences any proceedings relating to Guarantor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or;

(e) if any such petition or application is filed or any such proceedings are commenced against Guarantor and Guarantor by any act indicates its approval thereof, consent thereto, or acquiescence therein, or an order is entered appointing any such trustee or receiver, or adjudicating Guarantor bankrupt or insolvent or approving the petition in any such proceedings,

THEN, an event of default under this Guaranty shall have occurred and the Landlord may, at its option, declare the Lease to be similarly in default under the terms of and with effect provided in this Guaranty.

Notwithstanding anything to the contrary contained in this Section, any notice or other communication from Landlord to Tenant respecting any default, breach or failure of performance by Tenant under the Lease, shall be delivered in the manner specified in Section 4 to such Guarantor at its registered address, and no such notice of default or termination of the Lease shall be deemed legally effective until and unless like notice shall have been given by Landlord to Guarantor, whereupon Guarantor shall have and be subrogated to any and all rights of the Tenant with respect to the curing of any default by the Tenant.

Section 4. Miscellaneous.

(a) All guarantees, covenants and agreements in this Guaranty contained shall bind the successors and assigns of Guarantor and Tenant and shall inure to the benefit of the Landlord, whether so expressed or not and in the case of a Guarantor who is an individual, shall be unaffected by the death, incapacity or disability of the Guarantor.

(b) All communications provided for hereunder shall be in writing; shall be sent by prepaid certified or registered mail, return receipt requested, addressed to either party at its address herein given, or to such other address with respect to any party as such party or holder shall notify the other, and shall be deemed given on the second day following posting.

Landlord's Address: J. & R. Gym, L.L.C.
400 Gold Medal Court
Longwood, Florida 32750

Guarantor's Address: Austin Arthur
13175 West Colonial Drive
Winter Garden, Florida 34787

Alexander Arthur
13175 West Colonial Drive
Winter Garden, Florida 34787

(c) This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. In any proceeding brought to enforce or interpret this Guaranty, service may be had in the manner for the giving of notice above, and personal jurisdiction is hereby conferred upon the courts of general jurisdiction of Seminole County.

(d) No delay on the part of the Landlord in exercising any power of right hereunder, nor shall any single or partial exercise of any power or right hereunder or the failure of exercise thereof of the exercise of any other power or right, shall operate as a waiver thereof, nor shall the Landlord be liable for exercising or failing to exercise any such power or right. The rights and remedies hereunder expressly specified are cumulative and not exclusive of any rights or remedies which the Landlord may not or will otherwise have.

(e) This Guaranty may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Guaranty to produce or account for more than one (1) such counterpart.

(f) The illegality or unenforceability of one or more provisions of this Guaranty shall not affect any other provision.

(g) Time is of the essence in the performance of this Guaranty by Guarantor.

EXECUTED as of this 1st day of MAY 2016.

[Signature]
Austin Arthur

State of Florida, SEMNOL County:

I, the undersigned authority, a notary public in and for said County, in said state, hereby certify that **Austin Arthur** is signed to the foregoing instrument and who is known to me or who has provided identification, acknowledged before me on this day, that being informed of the contents of the same, he individually and personally, executed same voluntarily on the day the same bears date.

Given under my hand this, the 1st day of MAY, 2016.

[Signature]
Notary Public

My commission expires: 7-9-2019

[Signature]
Alexander Arthur

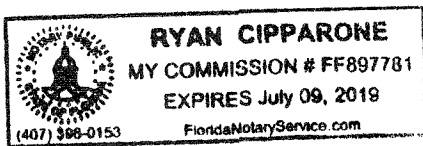
State of Florida, SEMNOL County:

I, the undersigned authority, a notary public in and for said County, in said state, hereby certify that **Alexander Arthur** is signed to the foregoing instrument and me or who has provided identification, acknowledged before me on this day, that being informed of the contents of the same, he individually and personally, executed same voluntarily on the day the same bears date.

Given under my hand this, the 1st day of MAY, 2016.

[Signature]
Notary Public

My commission expires: 7-9-2019





November 13, 2017

**NON-RESIDENTIAL
THREE DAYS NOTICE TO PAY RENT
OR RETURN POSSESSION**

VIA HAND DELIVERY

Gymnastics USA Longwood, LLC
13175 West Colonial Drive
Winter Garden, Florida 34787

Re: **Commercial Lease Agreement dated May 1, 2016 (“Lease”) between J. & R. Gym, LLC (“Landlord”) and Gymnastics USA Longwood, LLC (“Tenant”), for real property located at 400 Gold Medal Court, Longwood, Florida 32750 (“Premises”).**

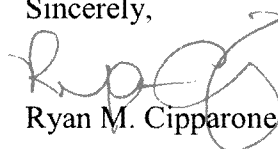
Dear Tenant:

This firm represents Landlord and you are hereby notified that you are in default to the Landlord of the above-addressed Premises in the sum of Thirty Five Thousand Five Hundred Thirty Four and 70/100 Dollars (\$35,534.70) for rent, as defined under the Lease and use of the Premises located as addressed above, in Seminole County, Florida, now occupied by you, and that this is a demand for payment of the said rent or possession of said Premises within three (3) days (excluding Saturdays, Sundays and legal holidays) from the date of delivery of this notice.

If you fail to remedy the default, legal action will be initiated against you to recover possession of the Premises and you may be held liable for attorneys’ fees and court costs.

If the Landlord re-enters the demised Premises, such re-entry is to mitigate damages. Such re-entry shall neither constitute a rescission of the Lease nor an acceptance of surrender of the leasehold estate. This notice does not terminate Tenant’s continued obligations under the Lease and Landlord reserves all rights and remedies available to it in connection with Tenant’s default and breach of the Lease.

Sincerely,



Ryan M. Cipparone



November 16, 2017

**VIA CERTIFIED MAIL, RRR and
ELECTRONIC MAIL TO:**

Sender's Email – RCipparone@CipparonePA.com

Austin and Alexander Arthur
c/o Mark P. Cressman, Esq.
Cressman Law Firm, P.A.
13350 W Colonial Drive, Ste 350
Winter Garden, FL 34787
mark@cressmanlaw.com

Austin Arthur
13175 West Colonial Drive
Winter Garden, Florida 34787
austin@starsandstripesmgmt.com

Alexander Arthur
13175 West Colonial Drive
Winter Garden, Florida 34787
zander@starsandstripesmgmt.com

Re: J. & R. Gym, LLC; Gymnastics USA Longwood, LLC; Notice of Default Under Commercial Lease Agreement (“Lease”), and Guaranty of Payment and Performance (“Guaranty”), dated May 1, 2016.

Dear Messrs.’ Arthur and Cressman:

As you know, my firm represents J. & R. Gym, LLC, Landlord, in connection with the above referenced matter. As of the date of this letter, J. & R. Gym, LLC has not received the rent payments which were due October 1, 2017, and November 1, 2017 in the amount of Seventeen Thousand Seven Hundred Sixty Seven and 35/100 Dollars (\$17,767.35), respectively. Gymnastics USA Longwood, LLC’s failure to make the payment due on October 1, 2017, and November 1, 2017, each constitute a default under the Lease. Furthermore, due to the fact that the payment was not received within five (5) days of its due date, namely, on or before October 6, 2017, and November 6, 2017, Gymnastics USA Longwood, LLC is now also liable to J. & R. Gym, LLC for late fee charges equivalent to five percent (5%) of the monthly rent, specifically, Eight Hundred Eighty Eight and 36/100 Dollars (\$888.36) for each default. *See* ¶ 1.17 of the Lease. The Lease also provides that Gymnastics USA Longwood, LLC is liable for the costs of collection, including reasonable attorney’s fees. *See* ¶ 28 of the Lease. Additionally, due to Gymnastics USA Longwood, LLC’s default under the Lease, J. & R. Gym, LLC has incurred expenses and costs in the amount of One Thousand Seven Hundred Forty and 00/100 Dollars (\$1,740.00). As such, J. & R. Gym, LLC hereby demands payment in the amount of **Thirty Eight Thousand Eight Hundred**

Alexander Arthur
Austin Arthur
Mark P. Cressman, Esq.
November 16, 2017
Page 2

Eleven and 42/100 Dollars (\$38,811.42). Payment must be made to the order of Cipparone & Cipparone, P.A. Trust Account, on my client's behalf, and must be received by us, at our office address of 1525 International Parkway, Suite 1071, Lake Mary, Florida 32746, within four (4) days of the date of this letter, namely, November 20, 2017.

In the event that payment as stated herein is not timely received, J. & R. Gym, LLC has authorized this firm to proceed with legal action against Gymnastics USA Longwood, LLC, Austin Arthur, and Alexander Arthur, and to pursue any and all legal remedies available to J. & R. Gym, LLC, including, but not limited to, actions for breach of the Lease and breach of the Guaranty, and will seek to accelerate the rent due under the Lease as well as recover attorneys' fees and costs for pursuing the same.

GOVERN YOURSELF ACCORDINGLY.

Regards,



Ryan M. Cipparone

RMC/per
Enclosures
cc: Client (via email)