

PSL BUSINESS CENTER LEASE

THIS PSL BUSINESS CENTER LEASE (the "**Lease**") is made as of the 24th day of November 2025, between PSL BUSINESS CENTER PARTNERSHIP, located at 584 NW UNIVERSITY BLVD, PORT ST. LUCIE, FLORIDA 34986, (the "**Landlord**"), and **Diamond Elite Academy, LLC, a Florida limited liability company** (the "**Tenant**").

W I T N E S S E T H:

In consideration of the covenants herein contained, on the part of the Tenant to be kept and performed, the Landlord hereby leases to the Tenant the "**Demised Premises**", being 580 NW University Blvd., Suite 120, Port St. Lucie, Florida 34986, containing +/- **26,595 SF**, located within a business center (the "**Project**") known as "PSL Business Center." (Suite numbers for the Demised Premises include 120, 130, 140 and 150, but Suite 120 is being used to identify the Demised Premises.)

TO HAVE AND TO HOLD the same unto the Tenant on the following terms and conditions:

1. "**Commencement Date**" means December 1, 2025 and "**Rent Commencement Date**" means September 1, 2026.

2. "**Lease Term**" means Seven (7) Years from the Rent Commencement Date (September 1, 2026 through August 31, 2033). Provided Tenant has never defaulted on rent payments or otherwise breached the lease during the Initial Term, Tenant shall have Two (2) options to extend the lease for an additional Five (5) years with continuing rental increases of three percent (3%) per annum as provided in the initial term of this lease. Tenant shall provide Landlord with written notice of its intent to exercise each option to renew One Hundred and Twenty (120) days prior to the end of the then current lease term.

3. "**Permitted Use**" means use of the Demised Premises as a school and baseball training facility. Landlord agrees not to lease another space in the Project to any other business offering baseball training or private middle/high school or preschool.

4. "**Gross Rent**" for the term of the Lease will be as shown in the following chart:

<u>Lease Term</u>	<u>Yearly Rent</u>	<u>Monthly Rent</u>
Year 1	\$678,172.50	\$56,514.38
Year 2	\$704,767.50	\$58,730.63
Year 3	\$731,362.50	\$60,946.88
Year 4	\$753,303.38	\$62,775.28
Year 5	\$775,902.48	\$64,658.54
Year 6	\$799,179.55	\$66,598.30
Year 7	\$823,154.94	\$68,596.24

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5. **"Security Deposit"** means Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars (\$56,514.38).

6. **"Guarantor"** means Tiffany Romero and Jose Romero.

7. **"Brokers"** means John Chapman, Chapman Commercial Real Estate, Inc., who represents the Landlord and Marlyn Rodriguez, Coldwell Bank Stuart, who represents the Tenant.

8. **Money Due at Lease Execution** - The Tenant has delivered to the Landlord with its delivery of the Lease a check in the amount of One Hundred Eighty-One Thousand Six Hundred Twenty-Five and 00/100 Dollars (**\$181,625.00**) constituting the total of the **Security Deposit** in the amount of Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars (**\$56,514.38**), the Monthly Rent due for **June 2026** in the amount of Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars (**\$56,514.38**) and the Monthly Rent due for **May 2033** in the amount of Sixty-Eight Thousand Five Hundred Ninety-Six and 24/100 Dollars (**\$68,596.24**).

Tenant shall deposit rent at TD Bank, Bank Account Number: 4351917427. For ACH/EFT/Wire: Acct. #: 4351917427; Routing/ABA#: 067014822. Checks must include Tenant's company name, unit # and address.

9. **Contingency for SBA Loan and Special Exception for School** - This Lease is contingent upon Tenant being approved for a SBA Loan to complete Tenant's build out of the Premises. This lease is also contingent upon Tenant receiving a Special Exception from the local government to allow Tenant to operate a private school at the Premises. If Tenant does not receive approval of the SBA Loan and the Special Exception within One Hundred Twenty (120) days of the Lease Commencement Date and chooses to cancel the lease on the One Hundred Twenty-First (121st) date after the Lease Commencement Date, then Tenant shall forfeit 50% of the Security Deposit. If Tenant does not receive approval of the SBA Loan and the Special Exception and chooses to cancel the Lease between One Hundred Twenty-One (121) days and One Hundred Twenty-Four (124) days after the Lease Commencement Date, then Tenant shall forfeit 100% of the Security Deposit. If Tenant does not cancel this Lease for the foregoing reasons on or before One Hundred Twenty-Five (125) days from the Lease Commencement Date, then Tenant will be bound by the terms of the lease. Cancellation of the lease must be confirmed in writing by email to John Chapman at john@chapmancommercialrealestate.com and Lance Feldman at lfeldman@rpm18.com.

Landlord shall be allowed to continue to market the Premises until Tenant has agreed to fully perform the terms of the lease. If Landlord receives another acceptable offer to lease the Premises before Tenant has agreed to fully perform the lease, then Landlord shall notify Tenant and provide Tenant with the opportunity to agree to fully perform the lease. Tenant shall have 48 hours from the time of notification of the other acceptable offer to determine whether it intends to cancel or fully perform the lease.

10. **Exclusivity.** Landlord agrees not to lease another space in the Project to another private school with a baseball training program or a private middle/high school of preschool during the term of Tenant's lease.

11. **Signage.** Tenant may install signage on the building and on the entry doors to the Premises. All signage must be approved by Landlord and the local government. Monument signage is not permitted.

12. **Parking.** Except for where PEDIATRIC INSTITUTE FOR HEALTH AND WELLNESS, LLC dba Adult and Pediatric Institute ("API") has ten (10) designated parking spaces located in front of

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API's primary entrance at the Northwest corner of the Building, Tenant shall have access to all the non-exclusive shared parking surrounding the Building.

13. **Electric, Water and Garbage** – Electric, Water and Garbage are included in the rent.

14. **Right of First Refusal** – Tenant shall have the Right of First Refusal to lease any adjacent or contiguous space that becomes available in the Building. Upon Landlord's receipt of any acceptable offer from any acceptable third party, Landlord shall provide Tenant with the terms of such offer and Tenant shall have three (3) days from Tenant's receipt of such offer to respond with an offer that meets or exceeds the third party offer. Tenant shall lose this right if it has ever defaulted on this lease.

15. **Right of First Offer** – Tenant shall have the Right of First Offer to purchase the Building located at 580 NW University Blvd. ("Building") should Landlord elect to sell the Building provided Tenant responds within seven (7) days of written notice from Landlord of its intent to sell the Building. Tenant shall lose this right if it has ever defaulted on this lease.

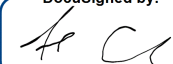
16. **Internet/Data/WiFi, Telephone and Cleaning** – Internet/Data/WiFi, Telephone and Cleaning are Tenant's responsibility.

17. The Exhibits listed below are also incorporated herein.

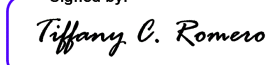
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LANDLORD: PSL BUSINESS CENTER PARTNERSHIP

DocuSigned by:
By:  11/24/2025
Allen Chelminsky, as its Authorized Member
Date: November 24, 2025

TENANT:

Signed by:
By:  11/24/2025
Tiffany Romero, as its Authorized Member
Date: November 24, 2025

EXHIBITS

- A. Standard Provisions.
- B. The Landlord's Work and The Tenant's Work.
- C. Lease Guaranty.

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EXHIBIT A

STANDARD PROVISIONS

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CONTENTS

<u>TOPIC</u>	<u>PARAGRAPH</u>
Demised Premises, Commencement, Construction And Acceptance	1.
Rent	2.
Deposit.....	3.
Taxes	4.
Common Area	5.
Permitted Use	6.
Maintenance And Repair.....	7.
Alterations.....	8.
Liens	9.
Store Fronts And Signs.....	10.
Utilities.....	11.
Insurance And Indemnity	12.
Damage And Obligation To Restore.....	13.
Eminent Domain.....	14.
Assignment And Subletting.....	15.
Default And Remedies	16.
Landlord's Lien.....	17.
Subordination And Attornment.....	18.
Tenant Estoppel Certificate	19.
Notices	20.
Surrender.....	21.
Broker's Fee	22.
Landlord's Rights.....	23.
Proportionate Share	24.
Quiet Enjoyment.....	25.
Relocation.....	26.
General Provisions.....	27.

1. Demised Premises, Commencement, Construction And Acceptance.

a. The Landlord owns or controls the land at 580 to 584 NW University Blvd. Port St. Lucie, Florida 34986, together with the actual or proposed buildings and improvements depicted thereon. The Landlord reserves for itself the roof, the air space above the roof, the space below the floor, the exterior portions of the Demised Premises (other than the store front), and the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires in the Demised Premises. The Landlord will not unreasonably interfere with the normal business operations of the Tenant when performing such work. The Landlord further reserves the right at any time to relocate the automobile parking areas and other Common Areas; to change the number of buildings, buildings' dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies; to construct other improvements in the Project; and to increase or decrease the size and scope of the Project; provided only that the general location and size of the Demised Premises, reasonable access to the Demised Premises and the parking facilities and visibility of the Demised Premises will not be materially impaired.

b. If the Project is under construction and/or the Landlord or Tenant has assumed construction rights and obligations with regard to the improvement of the Demised Premises, the terms thereof are set forth in Exhibit B to the Lease, entitled "Landlord's Work and the Tenant's Work". In the performance of any improvement work, the Tenant is furthering its own interests and not acting as the agent of the Landlord.

c. If for any reason the Landlord cannot deliver possession of the Demised Premises to the Tenant, the Landlord will not be subject to any liability therefor, nor will such failure affect the validity of the Lease or the obligations of the Tenant or extend the term thereof, but in such case, the Tenant will not be obligated to pay rent until possession of the Demised Premises is tendered to the Tenant. However, if the Landlord has not delivered possession of the Demised Premises within 180 days from the Estimated Completion Date, the Tenant may, at the Tenant's option, by notice in writing to the Landlord within 10 days thereafter, cancel the Lease, in which event the parties shall be discharged from all obligations thereunder. If the Tenant occupies the Demised Premises prior to the Commencement Date, such occupancy will be subject to all provisions hereof, such occupancy will not advance the termination date and the Tenant will pay rent for such period at the initial monthly rates.

d. The Landlord will deliver the Demised Premises to the Tenant in its current condition with Landlord's personal property removed and HVAC units in good working order. Except as otherwise provided in the Lease, the Tenant hereby accepts the Demised Premises in the condition existing as of the Commencement Date or the date that the Tenant takes possession of the Demised Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Demised Premises, and any covenants or restrictions of record, with which the Tenant agrees to comply. The Tenant acknowledges that neither the Landlord nor the Landlord's agent has made any representation or warranty as to the present or future suitability of the Demised Premises for the conduct of the Tenant's business. The Landlord's liability with respect to latent defects in construction it performs will not extend beyond 1 year from the Commencement Date, whether or not such defects are discovered within said period.

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e. The Tenant shall be permitted to install a satellite dish, antenna or similar communications equipment (collectively, a "**Dish**") on the roof of the building provided the Tenant has first obtained the Landlord's consent, which the Landlord may condition, grant or withhold in its sole and absolute discretion. Any such Dish must be for the sole, internal use of the Tenant and the use thereof may not be licensed, sold or made available to anyone other than the Tenant. In any instance where the Tenant has obtained the Landlord's consent to install a Dish on the roof, the Tenant shall ensure that all work on the roof is performed in a manner so as not to adversely affect the Landlord's roof warranty. The Landlord may require that all work on the roof is performed by the Landlord's contractor. The Tenant will not interfere in any way with another tenant's use of its Dish or the conduct of the other tenant's business.

2. Rent/Renewal Option.

a. The Tenant will pay to the Landlord the Gross Rent, payable in advance and without demand, in equal monthly installments on the first day of each month of the Lease Term. If the Commencement Date should be a day other than the first day of the month, the Tenant will pay Gross Rent equal to 1/30th of the monthly Gross Rent multiplied by the number of rental days in such fractional month. The first such monthly installment of Gross Rent will be due and payable on or before the Commencement Date.

b. The Gross Rent payable by the Tenant during each successive 12-month period of the initial Lease Term, commencing on the first day of the thirteenth month after the Rent Commencement Date, will be increased at that time and every 12 months thereafter for the remainder of the Lease Term and all extensions and renewals thereof so that it is 103% of the Gross Rent due during the preceding 12-month period. Provided Tenant has never defaulted on the Lease, then Tenant will have two (2) options to renew this Lease for an additional Five (5) years with continued 3% annual increases to the Gross Rent.

c. The covenant of the Tenant to pay rent is separate and distinct from other covenants, and the Tenant will have no right of setoff or reduction in the payment of rent for any reason. Payments must be in United States currency.

3. Deposit. Concurrently with the execution of the Lease, the Tenant will deliver to the Landlord the Deposit as security for the faithful performance of the Tenant's obligations. The Tenant intends to and does hereby grant to the Landlord a security interest in the Deposit. If the Tenant should fail to pay rent or other charges due hereunder, or otherwise should default with respect to any provision of the Lease, the Landlord may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge due it by reason of the Tenant's default, or to compensate the Landlord for any loss or damage which the Landlord may suffer thereby. If the Landlord so uses or applies all or any portion of said Deposit, the Tenant will within 10 days after written demand therefor to deposit cash with the Landlord in an amount sufficient to restore the Deposit to the full amount hereinabove stated. The Landlord will not be required to keep the Deposit separate from its general accounts nor to cause interest to accrue thereon. The Deposit, or so much thereof as shall not have been applied by the Landlord pursuant to the Lease, will be returned without payment of interest or other increment for its use to the Tenant (or, at the Landlord's option, to the last assignee or subtenant, if any of the Tenant's interest hereunder have been transferred) at the expiration of the Lease Term and after the Tenant has vacated the Demised

Premises. No trust relationship is created between the Landlord and Tenant with respect to the Deposit. The Deposit is not an advance payment of rent and is not a measure of the Landlord's loss or damages.

4. Taxes.

a. Should any governmental authority acting under any existing or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment upon or against the Lease, the execution thereof and/or the Gross Rent, or any item of additional rent payable by the Tenant to the Landlord whether by way of substitution for or in addition to any existing tax or otherwise, and whether or not evidenced by documentary stamps or the like, the Tenant will be responsible for and will pay such tax, excise and/or assessment, or will reimburse the Landlord for the amount thereof, as the case may be.

b. The Tenant will pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, inventory and all other personal property of the Tenant contained in the Demised Premises or elsewhere. The Tenant will cause such trade fixtures, furnishings, equipment, inventory and all other personal property to be assessed and billed separately from the property of the Landlord. However, should any of the Tenant's personal property be assessed with the Landlord's property, the Tenant will pay to the Landlord the taxes attributable to such personal property within 10 days after receipt of a written statement setting forth the taxes applicable to the Tenant's personal property.

c. The Tenant will pay any and all sales tax, tax on rentals, and any other charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority against the Lease, the execution hereof and/or the Gross Rent and any other charge payable by the Tenant.

5. Common Area.

a. The term "**Common Area**" means that part of the Project designated by the Landlord from time to time for the common use of all tenants, including, among other facilities, parking area, sidewalks, landscaping, water retention, curbs, loading areas, private streets and alleys, lighting facilities, hallways and restrooms, all of which will be subject to the Landlord's sole management and control. Without limiting the generality of the foregoing, the Landlord reserves the right to enter into, modify and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; to close any and all portions of the Common Area to such extent and for such time as may, in the sole discretion of the Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of rights to any person or the public therein; and to make changes, additions, deletions, alterations or improvements in and to the Common Areas, provided there will be no unreasonable obstruction of the Tenant's right of ingress to or egress from the Demised Premises. The Landlord will operate, maintain and repair the Project in a commercially reasonable manner.

b. The Tenant and its employees, customers, subtenants, licensees and concessionaires will have the nonexclusive right and license to use the Common Area in common with the Landlord, other tenants of the Project and other persons permitted by the Landlord to use the same and subject to such reasonable rules and regulations governing use applicable to all tenants in the Project as the Landlord may from time to time prescribe. The Landlord will provide

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to the Tenant 4 nonexclusive parking spaces for every 1,000 square feet of rentable area in the Demised Premises, free of additional charge. The Tenant does not have the right to use more than this number of parking spaces in the Project without first having received the written consent of the Landlord, which the Landlord may grant, deny or condition in its sole discretion.

6. Permitted Use.

a. The Tenant will continuously use and occupy the Demised Premises for the Permitted Use and for no other use or purpose. The Tenant has determined to its satisfaction that the Demised Premises can be used for the Permitted Use and the Tenant waives any right to terminate the Lease in the event the Demised Premises cannot be used for such purposes (conditioned upon the approval of a Special Exception to use a portion of the Premises as a private school), for any reason at any time during the Lease Term. The Tenant will not breach exclusive and prohibited use provisions in other leases for space in the Project.

b. The Tenant will:

(i) Comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the term of the Lease regulating the use of the Demised Premises and with such reasonable rules and regulations as the Landlord may in its sole discretion adopt and modify from time to time.

(ii) Keep the sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, insects and pests at all times and store all trash and garbage within the Demised Premises or within the area designated by the Landlord for storing such trash; not operate an incinerator or burn trash or garbage within the Project; and not obstruct any of the sidewalks, parking areas or any other portion of the Common Area.

(iii) Keep the inside of all glass in the windows and doors of the Demised Premises clean and maintain all the displays visible outside the Demised Premises in a neat and attractive condition; and not use any loudspeaker, voice-making or other sound projection device in such a manner as to be audible to anyone outside the Demised Premises, nor will the Tenant use or display any flashing lights visible to anyone outside the Demised Premises.

(iv) Display no merchandise outside the Demised Premises; not solicit business or distribute any hand bills or other advertising matter in the Common Area; not permit any objectionable or unpleasant odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises.

(v) Load and unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door of the Demised Premises. No deliveries of any kind will be made through the front entrance.

(vi) Keep the Demised Premises free and clear of all rodents, bugs and vermin, and use, at its cost and at such intervals as the Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Demised Premises.

(vii) Insure that it and its employees park their vehicles in areas designated by the Landlord from time to time for such purpose and not in areas designated as

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restricted by the Landlord from time to time. The Landlord has assumed no duty to police any exclusive parking designations in the Project.

(viii) Not at any time, without first obtaining the Landlord's written consent: (A) conduct or permit any fire, bankruptcy, option, "going out of business", stock reduction or any similar type of sale, whether real or fictitious, in the Demised Premises, or utilize any unethical method of business operation; (B) change, whether by alteration, replacement, rebuilding or otherwise, the exterior color or architectural treatment of the Demised Premises or of the building in which the Demised Premises are located, or any part thereof; and (C) go upon the roof of the building in which the Demised Premises are located for any reason.

c. The Tenant will not use the Demised Premises, nor permit the use of the Demised Premises, for the storage, transportation or disposal of "hazardous" or "toxic" materials as commonly known or otherwise defined under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act and the Florida Air and Water Pollution Control Act. Such materials would include, without limitation, asbestos or any substance containing asbestos, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials. The Tenant will provide to the Landlord forthwith after receipt of same photocopies of all notices of violation received by it with regard to any rules, regulations or laws applicable to such materials, the commencement of any enforcement action, the service of any potentially responsible party demand letter from any private or governmental party or the loss of any operating permit by reason of the use or release of any such materials. The Tenant will promptly at its expense clean up and remediate any environmental problem in the Demised Premises, including the spill of hazardous or toxic materials, caused by it or its agents, contractors or invitees. The Landlord may enter the Demised Premises and perform any action necessary to remediate contamination or to correct any condition giving rise to any such notice of violation.

d. In the event the Tenant should conduct a use within the Demised Premises which would increase the insurance premium cost or invalidate any insurance policy carried on the Project, the Tenant will pay as additional rent, upon demand of the Landlord, any such increased premium cost due to the Tenant's use of the Demised Premises. The Tenant will report to the Landlord any condition it believes would affect any insurance policy carried on the Project. Further, in the event the Tenant's use of the Demised Premises increases the cost of operating or maintaining the Project, the Tenant will pay as additional rent, upon demand of the Landlord, such additional costs as the Landlord should reasonably require. Such additional costs would include, without limitation, increased utility and maintenance costs by reason of extended business hours.

7. Maintenance And Repair.

a. The Landlord will keep the foundation, exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware) and roof of the Demised Premises in good repair, as a component of Operating Costs, except that the Landlord will not be required to make any repairs occasioned by the act or

negligence of the Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs will be made by the Tenant, subject to the Landlord's supervision. In the event that the Demised Premises should become in need of repairs required to be made by the Landlord hereunder, the Tenant will give immediate written notice thereof to the Landlord, and the Landlord will not be responsible in any way for the failure to make any such repairs until a reasonable time will have elapsed after delivery of such written notice. Other than as herein provided, the Landlord will not be responsible to maintain or make any improvements or repairs of any kind in or upon the Demised Premises.

b. The Tenant will keep and maintain in full compliance with all laws, rules and regulations (as same may be enacted or amended from time to time) and in good order, condition and repair (which will mean replacement if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab (including free flow up to the main sewer line), fixtures, heating, air conditioning (including exterior mechanical equipment), exterior signs and exterior electrical equipment serving the Demised Premises and interior walls, floors and ceilings. The indemnification in this paragraph will also apply to any damage to the Project caused by the Tenant or any of its employees, contractors or workmen which occurs during any construction activities by the Tenant.

c. The Tenant, at its own cost and expense, will enter into a regularly scheduled biannual preventive maintenance/service contract with a maintenance contractor approved by the Landlord for servicing all heating and air conditioning systems and equipment servicing the Demised Premises, and an executed copy of such contract will be delivered to the Landlord. This service contract must include all services suggested by the equipment manufacturer within the operations/maintenance manual and must become effective within 30 days after the date the Tenant will have taken possession of the Demised Premises. The Landlord may, but will not be required to, upon notice to the Tenant, elect to enter into such a maintenance/service contract on behalf of the Tenant or to perform the work itself and, in either case, the Tenant will pay to the Landlord within 10 days after demand the cost of such contract or work plus 10% percent of the amount thereof (for the Landlord's service and overhead costs). The Tenant will be responsible for any repairs to the HVAC equipment. Tenant shall split the cost of maintenance and repairs of any HVAC units shared with another tenant.

8. Alterations.

a. The Tenant will not make any alterations, additions or improvements to the Demised Premises without the prior written consent of the Landlord, except for the installation of unattached, movable personalty, including trade fixtures, which may be installed without drilling, cutting or otherwise defacing the Demised Premises. The Tenant will pay all costs with respect to any alterations, additions or improvements to the Demised Premises, including, without limitation, permit and impact fees as well as hard costs, except to the extent that Landlord has agreed in this Lease to pay any such costs. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made by either party upon the Demised Premises will become the property of the Landlord upon installation and will remain upon and be surrendered with the Demised Premises at the termination of the Lease unless upon termination of the Lease the Landlord requests their removal, in which event the Tenant will remove the same and restore the Demised Premises to their original condition at the Tenant's expense.

b. All construction work done by the Tenant within the Demised Premises will be performed in good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or mortgage to which the Landlord may be a party and of which the Tenant has received notice and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. The Tenant agrees to indemnify the Landlord and hold it harmless against any loss, liability or damage resulting from such work, and the Tenant will, if requested by the Landlord, furnish bond or other security satisfactory to the Landlord against any such loss, liability or damage.

c. All venting, opening, sealing, waterproofing or any altering of the roof requested and/or otherwise performed by the Tenant will be performed by the Landlord's roofing contractor upon the Landlord's approval and at the Tenant's expense, and when completed the Tenant will furnish to the Landlord a certificate from the Landlord's roofing contractor that all such alterations approved by the Landlord have been completed in accordance with the plans and specifications therefor approved by the Landlord.

9. Liens. The Tenant will not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien, encumbrance or charge upon the Demised Premises or the Project or the income therefrom. The Tenant will not suffer any other matter or thing whereby the estate, right and interest of the Landlord in the Demised Premises or in the Project might be impaired. If any lien or notice of lien on account of an alleged debt of the Tenant or any notice of contract by a party engaged by the Tenant or the Tenant's contractor to work in the Demised Premises should be filed against the Demised Premises or the Project, the Tenant will, within 20 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If the Tenant should fail to cause such lien or notice of lien to be discharged within the period provided, the Landlord, in addition to any other rights or remedies, may, but will not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount paid by the Landlord and all costs and expenses, including attorneys' fees, incurred by the Landlord in connection therewith, together with interest thereon at the rate of 12% per annum (for the Landlord's service and overhead costs), from the date of payment or incurring of the cost and expense, will be paid by the Tenant to the Landlord within 10 days after demand.

THE INTEREST OF THE LANDLORD IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY OR FOR THE ACCOUNT OF THE TENANT.

10. Store Fronts And Signs. The Tenant will not, without the Landlord's prior written consent, (a) make any changes to or paint the store front; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, place cards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of a customary type for its display windows not affixed to the windows. All signs, decorations and advertising media must conform in all respects to the sign criteria established and/or revised by the Landlord for the Project from time to time in the exercise of its sole discretion. All expenses incurred with regard to the design, construction and installation of the Tenant's signs will be costs of the Tenant, including, without

limitation, professional fees and permit fees. The Tenant will use a sign company designated by the Landlord. The Tenant will maintain all signs in good condition and in proper operating order. All signs and/or sign cabinets will become the property of the Landlord at the termination of the Lease or upon vacation of the Demised Premises. Tenant's signs will be limited to placement on the access doors to Tenant's Premises and above the front door where prior tenant's signage is currently located. No monument signage is permitted on the Property.

11. Utilities.

a. The Tenant will contract, in its own name and will pay the charge before delinquency, for all utility services rendered or furnished to the Demised Premises, excluding trash collection, electric, water and sewer, but including gas, fire protection, and the like, together with all taxes or other charges levied on such utilities. In no event will the Landlord be liable for the quality, quantity, failure or interruption of such services to the Demised Premises. The Tenant will be responsible for and will pay all other utilities costs attributable to the conduct of its business in the Demised Premises. These obligations of the Tenant will survive termination of the Lease.

b. The Landlord may, with notice to the Tenant, or without notice in the event of an emergency, temporarily cut off and discontinue water, sewer and any or all utilities whenever such discontinuance would be necessary to make repairs or alterations. No such action by the Landlord will be construed as an eviction or disturbance of possession or as an election by the Landlord to terminate the Lease, nor will the Landlord be in any way responsible or liable under such action.

12. Insurance And Indemnity.

a. The Tenant will, at its expense, obtain and keep in force during the Lease Term a policy of comprehensive general liability insurance, together with a broad form comprehensive general liability endorsement, covering any and all claims for injuries to persons in or about the Demised Premises, including all damages from signs, glass, awnings, fixtures or other appurtenance now or hereafter erected on the Demised Premises, and insuring the indemnity provision as set forth in this paragraph. Such insurance will be in an amount not less than \$1,000,000 for injury to one person in one accident, occurrence or casualty and not less than \$3,000,000 for injuries to more than one person in one accident, occurrence or casualty, or, in lieu of the foregoing, a combined single limit of \$3,000,000. The limits of said insurance will not, however, limit the liability of the Tenant. Not more frequently than each 3 years, if, in the reasonable opinion of the Landlord, the amount of liability insurance required hereunder should not be adequate, the Tenant will increase said insurance coverage as required by the Landlord.

b. The Tenant will, at the Tenant's expense, obtain and keep in force during the Lease Term a policy or policies of property damage liability insurance, together with broad form all peril coverage and plate glass insurance for the full replacement value of the Tenant's improvements and property, including, without limitation, inventory, trade fixtures, furnishings and other personal property, to the extent not insured by the Landlord.

c. The Tenant will be responsible for and will indemnify and hold harmless the Landlord from and against all claims, loss, cost, damage or expense arising from (1) the Tenant's use of the Demised Premises or from the conduct of the Tenant's business or from any activity, work or things done, permitted or suffered by the Tenant in or about the Demised

Premises or elsewhere, including the installation and use of a Dish, (2) the utilities located within or under the Demised Premises causing injury to any persons or property whomsoever or whatsoever, and (3) any act or omission of the Tenant, its agents, contractors, employees, invitees, licensees, subtenants and guests. The Tenant will further indemnify and hold harmless the Landlord from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

d. The Landlord will not be liable for injury to the Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of, nor to the person of the Tenant, the Tenant's agents, contractors, employees, invitees, licensees, subtenants and guests, or any other person in or about the Demised Premises, whether the said damage or injury results from a condition arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing same is inaccessible to the Tenant. The Landlord will not be liable for any damages arising from the act or neglect of any other tenant of the Project or person.

e. The Tenant waives any and all rights of recovery against the Landlord, or against the officers, employees, agents and representatives of the Landlord, for loss of or damage to the Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages.

f. Any insurance policies required of the Tenant hereunder must name the Landlord and, in addition, the holder of a first mortgage on the Project or a ground lessor thereof and the Landlord's property manager, if requested to do so by the Landlord, as additional insureds as their interests may appear. Such insurance policies may not be modified or terminated without 30 days' prior written notice to the Landlord. Insurance required hereunder must be issued by reputable and independent insurers permitted to do business in the State where the Demised Premises are located and rated in Best's Insurance Guide, or any successor thereto (or, if there be none, an organization having a national reputation) as having a general policyholder rating of "A" and a financial rating of at least "13". Such policies or duly executed certificates of insurance, reflecting all the requirements of this paragraph, must be promptly delivered to the Landlord and renewals thereof as required will be delivered to the Landlord at least 30 days prior to the expiration of the respective policies.

g. The Landlord will, at its expense, obtain and keep in force during the Lease Term property insurance insuring the improvements in the Project, including tenant improvements in the Demised Premises, which the Landlord constructs and or for which the Landlord pays the costs. The Landlord may obtain such other forms of insurance coverage as it may deem appropriate for the Project, including, without limitation, commercial general liability insurance and rent loss insurance. The Landlord will be responsible for determining the types as well as the terms and conditions of all its insurance. The cost of the Landlord's insurance are includable in Operating Costs.

13. Damage And Obligation To Restore.

a. The Tenant will give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should

(1) be damaged by any uninsured casualty or (2) be damaged to an extent in excess of 50% of the cost of replacement thereof, the Landlord may elect either to terminate the Lease or to proceed to rebuild and repair the Demised Premises. Further, if the Demised Premises should be damaged to such an extent that the Tenant would not be able to operate its business in the Demised Premises for more than 270 days, as reasonably determined by the Landlord's general contractor, the Tenant may elect to terminate the Lease. In either event, either the Landlord or the Tenant will give written notice of such election to the other within 30 days after the occurrence of such casualty. If the Demised Premises should be partially damaged during the last 12 months of the Lease, either the Landlord or the Tenant may elect to terminate the Lease by giving written notice to the other within 30 days after the date of occurrence of such damage.

b. Unless either the Landlord or Tenant has elected to terminate the Lease as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under standard fire and extended coverage insurance, the Landlord will proceed with reasonable diligence to rebuild and repair the Demised Premises. The Landlord's obligation to rebuild and repair will be limited to restoring the Demised Premises to substantially the condition in which same existed prior to the casualty, will be limited to the extent of the insurance proceeds available to the Landlord for such restoration and, further, will exclude any obligation with regard to the improvements in the Demised Premises paid for by the Tenant and the personal property and trade fixtures of the Tenant. The Tenant agrees that, promptly upon completion of such work by the Landlord, it will proceed with reasonable diligence to restore the remainder of the Demised Premises, including, but not limited to, the repair or restoration of signs, fixtures and equipment. During any period of reconstruction or repair of the Demised Premises, the Tenant will continue the operation of its business within the Demised Premises to the extent practicable. In the event the Landlord should elect to restore the Demised Premises and the Tenant should be deprived of the occupancy and use of a portion of the Demised Premises, Gross Rent will be equitably apportioned according to the area of the Demised Premises which is unusable by the Tenant, until such time as the Landlord will have completed its restoration as provided herein. In the event of total destruction of the Demised Premises, the Tenant's rent will completely abate from the date of such destruction.

c. In the event any portion of the Project should be damaged to such an extent that the Landlord, in its sole discretion, should elect to discontinue operation of the Project, the Landlord may cancel the Lease by giving written notice to the Tenant within 30 days after the date of occurrence of such damage.

d. If either the Landlord or the Tenant elects to terminate the Lease pursuant to subparagraphs a or c above, the Lease shall terminate and become null and void 60 days after the date of delivery of said notice.

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14. Eminent Domain.

a. If any part of the Project should be permanently or temporarily taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease is terminated, the entire compensation award therefor, both leasehold and reversion, will be the property of the Landlord without any deduction therefrom for any present or future estate of the Tenant, and the Tenant hereby assigns to the Landlord all its right, title and interest to any such award. The Tenant will execute all documents required to evidence such result.

b. If the entire Demised Premises should be permanently taken, condemned or transferred as aforesaid, the Lease will terminate as of the time possession thereof vests in the condemning authority. If a portion of the Demised Premises should be permanently taken, condemned or transferred as aforesaid, the Landlord may elect to terminate the Lease or, at its own expense, to repair and restore the portion not affected by the taking, in which latter event the Gross Rent will be reduced in proportion to the area taken, effective at the time possession vests in the condemning authority. If the Demised Premises or any part thereof should be temporarily taken, condemned or transferred as aforesaid, Gross Rent will be abated during the period of such temporary taking by the amount the Landlord receives from the condemning authority to compensate it for the use of the Demised Premises.

c. In the event any portion of the Project, other than any portion of the Demised Premises, should be taken to such an extent that the Landlord, in its sole discretion, should elect to discontinue or materially revise the operation of the Project, the Landlord may terminate the Lease by delivering notice to the Tenant within 30 days after the date possession thereof vested in the condemning authority, effective 90 days after the date possession vested in the condemning authority.

15. Assignment And Subletting. The identity and financial standing of the Tenant is a material consideration of the Landlord in entering into the Lease. The Tenant will not voluntarily, involuntarily or by operation of law assign, sell, mortgage, pledge or in any manner transfer the Lease or any estate or interest therein of the Demised Premises without the prior written consent of the Landlord, which consent the Landlord may grant or withhold in its absolute discretion. Notwithstanding any assignment or subletting, the Tenant and any guarantor of the Tenant's obligations under the Lease will at all times remain fully responsible and liable for compliance with all of the obligations of the Tenant, including the payment of rent. If the Tenant is a corporation, any transfer of this Lease from the Tenant by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of its outstanding voting stock from the owners of such stock or those controlling the power to vote of such stock as of the date of the Lease, will constitute an assignment for the purpose of the Lease. In the event of the transfer and assignment by the Landlord of its interest in the Lease and in the building containing the Demised Premises, the Landlord will thereby be released from any further obligations, and the Tenant agrees to look solely to such successor in interest for performance of such obligations.

Any assignment or sublet without Landlord's prior written consent, or an assignment or sublet by operation of law, shall be void and shall at Landlord's option terminate the Lease. The Tenant will pay to Landlord on demand and as a condition to giving its consent to any such transfer the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for Landlord's review and

preparation of any sublease/assignment related documents along with any reasonable attorneys' fees and costs, and all of the profit obtained by the Tenant with respect to such transfer.

16. Default And Remedies.

a. The occurrence of any one or more of the following events will constitute a material default and breach of the Lease by the Tenant:

(i) The failure by the Tenant to make payment of rent or any other payment required to be made by the Tenant hereunder, as and when due, where such failure continues for a period of 3 days after written notice thereof from the Landlord. Landlord shall wait at least ten (10) days after providing written notice of default for non-payment of rent before exercising Landlord's lease termination rights.

(ii) The failure by the Tenant to observe or perform any of the covenants, conditions or provisions to be observed or performed by the Tenant, other than described in item (i) above, where such failure continues for a period of 10 days after written notice thereof from the Landlord; provided, however, that if the nature of the Tenant's default is such that more than 10 days are reasonably required for its cure, the Tenant will not be deemed to be in default if the Tenant commences such cure within said ten-day period and thereafter diligently pursues such cure to completion.

(iii) If the Tenant or any guarantor should commence, in any court pursuant to any statute either of the United States or of any State, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against the Tenant or any said guarantor and either an order for relief is entered against such party or such party fails to secure a discharge of the proceeding within 30 days of the filing thereof, or if the Tenant or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of the Tenant's or any said guarantor's property, whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

(iv) The discovery by the Landlord that any financial statement given to the Landlord by the Tenant, any assignee of the Tenant, any subtenant of the Tenant, any successor in interest of the Tenant or any guarantor of the Tenant's obligations, and any of them, is materially false.

(v) Any act by the Tenant that places at risk the safety, health and/or welfare of anyone in or about the Project, which shall include, but would not be limited to, (1) any action which endangers the life or safety of another person, (2) possession of dangerous or illegal firearms, weapons or explosives, (3) engaging in criminal conduct or acts of violence, or making threats of violence toward anyone, (4) fighting or provoking a fight, (5) threatening, intimidating or coercing behavior or (6) use of obscene or abusive language or any disorderly/antagonistic conduct.

b. In the event of any default or breach by the Tenant, the Landlord may at any time thereafter, without notice or demand and without limiting the Landlord in the exercise of any right or remedy which the Landlord may have by reason of such default or breach:

(i) Declare the entire rent for the balance of the Lease Term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(ii) Terminate the Tenant's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of the Landlord, in which event the Tenant will immediately surrender possession of the Demised Premises to the Landlord and all further liability under the Lease on the part of the Tenant and the Landlord will terminate. Notwithstanding the foregoing, the Tenant will be liable for and will pay the Landlord the sum of all rental and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the difference between (1) the total rental plus the Tenant's Proportionate Share of Operating Costs and Taxes for the remaining portion of the Lease Term (had such term not been terminated by the Landlord prior to the date of expiration as provided herein), and (2) the then present value of the then fair rental value of the Demised Premises for such period using such discount rates as the Landlord should deem appropriate.

(iii) Maintain the Tenant's right to possession, in which event the Lease will continue in effect whether or not the Tenant will have abandoned the Demised Premises. In such event, the Landlord will be entitled to relet the Demised Premises to such parties and on such terms as the Landlord in its sole discretion deems appropriate for the Project and its own interests and to enforce all of the Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due.

(iv) Pursue any other remedy now or hereafter available to the Landlord under the laws and judicial decisions of the State where the Demised Premises are located.

c. In the event of a proceeding involving the Tenant under the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, if the Lease should be assumed by the Tenant's trustee in bankruptcy (after he has cured all existing defaults, compensated the Landlord for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to the Landlord an agreement in recordable form whereby such party assumes and agrees with the Landlord to discharge all obligations of the Tenant under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by the Tenant and any guarantor hereof as of the time of execution of the Lease; and (3) grants to the Landlord, to secure the performance of such party's obligations under the Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection therewith, such party will execute such security agreements, financing statements and other documents (the forms of which are to be prepared by the Landlord) as are necessary to perfect such lien.

d. If the Landlord should exercise any of its remedies hereunder, the Tenant will be liable for and will pay to the Landlord, within ten (10) days after demand therefor, the costs of removing and storing the Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by the

Landlord applicable to the unexpired term of the Lease, if applicable; and all reasonable expenses incurred by the Landlord, including attorneys' fees. If the Lease should be terminated, or the Lease Term should expire, the Landlord will have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process (all of which the Tenant expressly waives). In such event, the Landlord will not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

e. The rights and remedies granted herein to the Landlord are distinct, separate and cumulative remedies, and the exercise of any of them will not be deemed to exclude the Landlord's right to exercise any or all of the others. All charges payable by the Tenant under the terms of the Lease will be deemed rent for the purpose of the Landlord exercising its remedies.

f. No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease will be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor will the acceptance of rent by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default, nor will any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant should be in default in any of its covenants or conditions hereunder, an acceptance by the Landlord of rent during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have will not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default.

g. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, THE RELATIONSHIP OF THE LANDLORD AND THE TENANT, THE TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE. THE TENANT WAIVES ALL CLAIMS FOR DAMAGES BY REASON OF THE LANDLORD'S EXERCISING ITS RIGHT TO REENTER THE DEMISED PREMISES AND TAKE POSSESSION OF THE PROPERTY LOCATED THEREIN, OR DAMAGES BY REASON OF ANY DISTRESS WARRANT, FORCIBLE DETAINER PROCEEDINGS, SEQUESTRATION PROCEEDINGS OR OTHER LEGAL PROCESS.

h. THE TENANT EXPRESSLY WAIVES ALL OF THE FOLLOWING: (I) THE REQUIREMENT UNDER SECTION 83.12 OF THE FLORIDA STATUTES THAT THE PLAINTIFF IN HIS DISTRESS FOR RENT ACTION FILE A BOND PAYABLE TO THE TENANT IN AT LEAST DOUBLE THE SUM DEMANDED BY THE PLAINTIFF, IT BEING UNDERSTOOD THAT NO BOND SHALL BE REQUIRED IN ANY SUCH ACTION; AND (II) THE RIGHT OF THE TENANT UNDER SECTION 83.14 OF THE FLORIDA STATUTES TO REPLEVY DISTRAINED PROPERTY. FURTHERMORE, IN THE EVENT OF SUIT BY OR AGAINST THE LANDLORD, THEN THE VENUE OF SUCH SUIT SHALL BE IN ST. LUCIE COUNTY, FLORIDA, AND THE TENANT HEREBY WAIVES FOR ITSELF WHATEVER RIGHTS IT MAY HAVE IN THE SELECTION OF VENUE.

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i. The Landlord will not be in default unless the Landlord fails to perform obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by the Tenant and to the holder of any first mortgage covering the Demised Premises whose name and address will have theretofore been furnished to the Tenant in writing, specifying wherein the Landlord has failed to perform such obligations. However, if the nature of the Landlord's obligations is such that more than 30 days are required for performance, the Landlord will not be in default if the Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

j. The Tenant hereby acknowledges that late payment by the Tenant to the Landlord of rent and other sums due hereunder will cause the Landlord to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on the Landlord by the terms of any mortgage covering the Demised Premises. Accordingly, if any installment of rent or any other sum due from the Tenant will not be received by the Landlord or the Landlord's designee within five (5) days after such amount will be due, the Tenant will forthwith pay to the Landlord a late charge equal to the greater of \$100 or 10% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by the Tenant. Acceptance of such late charge by the Landlord will in no event constitute a waiver of the Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder. In the event any check tendered by the Tenant should not be honored for any reason, the Tenant will pay to the Landlord immediately on demand a service fee of \$100.00. Landlord shall wait at least ten (10) days after providing written notice of default for non-payment of rent before exercising Landlord's lease termination rights.

17. Landlord's Lien. To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by the Tenant, the Tenant hereby grants to the Landlord an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of the Landlord until all arrearages in rent and other sums of money then due to the Landlord hereunder shall first have been paid. This lien and security interest is given in addition to the Landlord's statutory lien and shall be cumulative thereto. The Landlord may file uniform commercial code financing statements sufficient to perfect this security interest. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the lease term shall have been paid in full.

18. Subordination And Attornment.

a. The Lease is subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination is self-operative, and no further instrument of subordination will be required for any purpose. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgage or ground lease, and should give written notice thereof to the Tenant, the Lease will be deemed prior

to such mortgage or ground lease, whether the Lease is dated prior or subsequent to the date of said mortgage or ground lease. The Tenant agrees to execute any documents required to evidence such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within 10 days after written demand, does hereby make, constitute and irrevocably appoint the Landlord as the Tenant's attorney in fact and in the Tenant's name, place and stead, to do so.

b. Upon request of the Landlord, the Tenant will, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under the Lease.

c. If, in connection with obtaining financing for the real property of which the Demised Premises are a part, a banking, insurance or other recognized institutional lender should request reasonable modifications in the Lease as a condition to such financing, the Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of the Tenant hereunder, or adversely affect the leasehold interest hereby created or the Tenant's use and enjoyment of the Demised Premises.

19. Tenant Estoppel Certificate. The Tenant will at any time upon not less than 10 days' prior written notice from the Landlord execute, acknowledge and deliver to the Landlord a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to the Tenant's knowledge, any uncured defaults on the part of the Landlord, or specifying such defaults if any are claimed; and (3) making such other statements with respect to the Lease as may be reasonably requested by the Landlord. Any such statement may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

20. Notices.

a. Any notice, request, demand, approval, consent or other communication which the Landlord or the Tenant may be required or permitted to give to the other party must be in writing and mailed by certified mail, return receipt requested, at the address specified in the Lease, or to such other address as either party will have designated by written notice to the other. Notwithstanding the foregoing, the Landlord may give notice to the Tenant by personal delivery to the Demised Premises.

b. If the holder of record of a mortgage or a ground lessor covering the Demised Premises should have given prior notice to the Tenant that it is the holder of such mortgage or is a ground lessor and such notice includes the address to which notices are to be sent, the Tenant will give to said party notice simultaneously with any notice given to the Landlord to correct any alleged default of the Landlord hereunder. Said party will have the right, within 30 days after receipt of said notice, to correct or remedy such default before the Tenant may take any action under the Lease by reason of such default; provided, however, the Tenant may take no action under the Lease by reason of such default if such party will have commenced, during said thirty-day period, to remedy the alleged default and continues thereafter to use its diligence to

remedy the alleged default. Any notice of default given to the Landlord will be null and void unless simultaneous notice has been given to said mortgagee or ground lessor.

21. Surrender. Upon the expiration or termination of the Lease, the Tenant will deliver and surrender the Demised Premises to the Landlord in a safe condition and reasonably good order and repair, and will deliver all keys and combinations to locks, safes and vaults to the Landlord. Before surrendering the Demised Premises, the Tenant will remove all its unattached personal property and will repair any damage caused thereby. Floor coverings, window, wall and ceiling treatments will not be removed from the Demised Premises. If the Tenant should fail to restore the Demised Premises as aforesaid or if the Tenant should fail to repair any damage caused by the removal of the Tenant's property from the Demised Premises, the Landlord may restore the Demised Premises, and all such costs incurred thereby will be an expense of the Tenant. The Tenant's obligation to perform this provision will survive the end of the Lease Term. If the Tenant should fail to remove its property upon the expiration of the Lease, said property will be deemed abandoned and will become the property of the Landlord.

22. Broker's Fee. The Landlord will pay to the Brokers a commission in accordance with a separate written agreement between the parties. The Landlord and the Tenant each warrant to the other that no real estate broker or agent, except the Brokers, has been used or consulted in connection with the lease of the Demised Premises. Each covenants and agrees to defend, indemnify and save the other harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any other real estate broker or agent because of the lease of the Demised Premises and the execution and delivery of the Lease, due to the acts of the indemnifying party.

23. Landlord's Rights.

a. If the Tenant should fail to perform any maintenance or repairs required of it hereunder, including, without limitation, the maintenance of its signs, within 10 days after written notice delivered to it by the Landlord (or within such shorter period as the Landlord should require in the event of an emergency, with or without notice), the Landlord may, at its option, make such repairs without liability to the Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and the Tenant will pay to the Landlord within 10 days after demand the cost of such repairs plus 10% of the amount thereof (for the Landlord's service and overhead costs).

b. The Landlord and its agents will have the right to enter upon the Demised Premises at reasonable times for the purposes of inspecting same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Demised Premises or to the building of which they are a part as the Landlord may deem necessary and desirable. The Landlord may at any time place on or about the Demised Premises any ordinary "For Sale" signs and the Landlord may at any time during the last 120 days of the Lease Term place on or about the Demised Premises any ordinary "For Lease" signs, all without rebate of rent or liability to the Tenant.

c. The Landlord may change the name or street address of the building in which the Demised Premises are located and install and maintain signs on the exterior of the building.

d. The Landlord may from time to time, but no more frequently than calendar quarterly, obtain a current lien, permit and code violation search to verify that there are no open, outstanding and/or pending liens, permits and/or code violations with respect to the Demised Premises and/or the Project that arose as a result of the acts or omissions of the Tenant and/or its employees, agents, assignees, subtenants, concessionaires, contractors, invitees or guests (**Tenant Encumbrances**). To the extent the Search reveals that such Tenant Encumbrances exist, the Tenant, at its sole cost and expense, shall immediately upon receiving notice from the Landlord take all necessary action to close-out, discharge, bond-off and/or otherwise satisfy such Tenant Encumbrances.

e. In the event the Tenant fails to comply with its obligations under subparagraph d above, and such failure continues for a period of 3 days after receipt of notice from the Landlord, (1) the Tenant, without any additional notice, grace or cure periods, shall be deemed in default under the Lease, and the Landlord shall be permitted to exercise any and all remedies available to the Landlord under this Lease as a result of such default, and (2) the Landlord, in addition to any other rights or remedies available to the Landlord under this Lease, at law and/or in equity, may, but will not be obligated to, take all necessary action to close-out, discharge, bond-off and/or otherwise satisfy such Tenant Encumbrances. Any amount paid by the Landlord, together with any all costs and expenses, including attorneys' fees, incurred by the Landlord, in connection therewith, together with interest thereon at the rate of 12% percent per annum (for the Landlord's service and overhead costs), from the date of payment of such amount or incurring of the cost and expense, will be paid by the Tenant to the Landlord on demand.

24. Proportionate Share. The Proportionate Share is a fraction, the numerator of which is the number of square feet in the Demised Premises and the denominator of which is the number of square feet in the Project. The Proportionate Share will be increased or decreased from time to time as the square feet in the Demised Premises and/or the Project are increased or decreased. The Proportionate Share will similarly be increased or decreased from time to time as the size of the Demised Premises and/or the Project are increased or decreased. In computing the square footage of the Demised Premises and all premises in the Project, the Landlord includes a proportionate factor of all meter rooms and other utility closets and interior corridors to which the Tenant has access. All dimensions are measured from the center line of interior walls and from the exterior face of exterior walls. If the Demised Premised are being constructed for the first time or thereafter reduced or expanded, the Landlord may have the square footage of the Demised Premises surveyed. In this event, if the Gross Rent is predicated on a rate per square foot, the Gross Rent will be adjusted based on the results of the survey.

25. Quiet Enjoyment. Upon the Tenant paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on the Tenant's part to be observed and performed hereunder, the Tenant will have quiet enjoyment of the Demised Premises for the entire Lease Term, subject to all the provisions of the Lease.

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27. General Provisions.

a. The Tenant will not record the Lease or any document with respect to the Lease, such as a notice of commencement, without the Landlord's prior written consent, and any such recordation will, at the option of the Landlord, constitute a non-curable default of the Tenant. The Tenant will, however, within 10 days after request by the Landlord execute and deliver to the Landlord a memorandum of the Lease for the purpose of recordation in a form prescribed by the Landlord.

b. Nothing herein contained will be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, will be deemed to create any relationship between the parties hereto other than the relationship of the Landlord and the Tenant.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof. The Landlord and the Tenant acknowledge that they were represented by counsel in connection with the Lease and that each of them or their respective counsel reviewed and revised the Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or the Landlord will not be employed in the interpretation of the Lease.

d. Time is of the essence. Any time period provided for herein which ends on a Saturday, Sunday, or legal holiday will extend to 5:00 p.m. on the following business day.

e. Whenever a period of time is prescribed for action to be taken by the Landlord, the Landlord will not be liable or responsible for and there will be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of god, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the Landlord.

f. Each provision performable by the Tenant will be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter will be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

g. Subject to the provisions hereof restricting assignment or subletting by the Tenant and regarding the Landlord's liability, this Lease will bind the parties, their personal representatives, successors and assigns. The Lease will be governed by the laws of the State of Florida.

h. The terms "Landlord" and the "Tenant", as used herein, denote both singular and plural and all genders. Where the "Tenant" consists of more than one person, whether natural or artificial, all the persons constituting the "Tenant" will be jointly and severally liable for all obligations to be performed by the Tenant herein. If the Tenant is a corporation or other entity, the Tenant will furnish to the Landlord such evidence as the Landlord may reasonably require in order to evidence the authority of the Tenant to execute and deliver the Lease and to perform its obligations hereunder.

i. Any amount due to the Landlord not paid when due will bear interest at the maximum rate allowable by law accruing from the date due. Payment of such interest will not excuse or cure any default by the Tenant under the Lease.

j. Provisions herein to the contrary notwithstanding, there will be absolutely no personal liability on the part of the Landlord, its directors, officers or shareholders, or any of its partners or members, their directors, officers or shareholders, partners or members, with respect to any of the terms, conditions and covenants of the Lease; and the Tenant will look solely to the interest of the Landlord in the Project for the satisfaction of each and every remedy of the Tenant.

k. The Landlord reserves the absolute right to effect such other tenancies in the Project as it, in the exercise of its sole business judgment, shall determine to be appropriate to promote the interests of the Project. The Tenant does not rely on the fact, nor does the Landlord represent, that any specific tenant or number of tenants shall during the Lease Term occupy any space in the Project.

l. The submission of the Lease for examination by the Tenant does not constitute an offer or an option to lease the Demised Premises, nor is it intended as a reservation of the Demised Premises for the benefit of the Tenant, nor will the Lease have any force or validity until and unless a copy of it is returned to the Tenant duly executed by the Landlord.

m. If a lease guaranty is to be provided with respect to this lease, such shall be provided in the form attached hereto as Exhibit C (Lease Guaranty), which is incorporated herein. The Tenant covenants and agrees that, contemporaneously with the execution of this Lease, it shall deliver to the Landlord the Lease Guaranty executed by Guarantor.

o. "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. (Florida only)

p. The Tenant shall maintain the confidentiality of all of the financial terms of this Lease, and shall not, except as required by applicable law or governmental regulation, disclose such financial terms to any third parties whomsoever other than the Tenant's business partners, employees, consultants, lenders, attorneys and/or accountants who have a reasonable need for such confidential information (collectively, **Tenant Representatives**), provided that at all times such Tenant Representatives agree to maintain the confidential nature of such financial information. In the event the Tenant and/or the Tenant Representatives breach or otherwise violate the terms and conditions of this subparagraph p, such breach or violation shall be deemed an automatic, without the requirement or condition of any further notice or cure period, default by the Tenant under this Lease. Furthermore, the Tenant acknowledges and agrees that nothing contained in this Lease shall be deemed to limit any right or remedy available to the Landlord in the event of the Tenant's and/or Tenant Representatives' breach or violation of this subparagraph p (and correlating default under this Lease) and therefore, in addition to any such rights and remedies, and with the understanding that money damages would not be a sufficient remedy for any breach or violation of this subparagraph (and correlating default under this Lease) by the Tenant and/or Tenant Representatives, the Landlord shall be entitled to specific performance and injunctive relief as

remedies for any such breach. The terms and conditions of this subparagraph p shall survive the expiration or earlier termination of this Lease.

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EXHIBIT B

LANDLORD'S WORK AND TENANT'S WORK

Notwithstanding the terms of the Lease and Standard Provisions to the contrary, the Landlord and Tenant agree as follows:

1. WORK.

(1) Tenant has agreed to improve the Demised Premises. Such work is described on attached Schedule 2 (the "**Tenant Work**"). The Tenant will furnish 4 sets of architectural, mechanical and engineering plans and specifications prepared, signed and sealed by an architect and/or engineer (licensed in the state where the Demised Premises are located) incorporating the Tenant Work, for the Landlord's prior approval within 30 days after the Landlord provides the Tenant with an outline plan for the Demised Premises. The Tenant will ensure that the plans and specifications meet all governmental requirements for obtaining building permits. The approval by the Landlord of the plans and specifications will not constitute the assumption of any liability on the part of the Landlord for their accuracy and compliance or conformity with applicable building codes and the requirements of the Lease, nor will it constitute a waiver by the Landlord of the right to thereafter require the Tenant to revise the same to comply with building codes and the Lease.

(2) The Tenant will pay all the costs for the Tenant Work. The Tenant will consider hiring the Landlord's architect and general contractor, but any architect or general contractor hired by the Tenant will require the Landlord's prior written consent, which will not be unreasonably withheld. The Tenant will commence and proceed to complete its construction with diligence and in accordance with the approved plans and specifications.

(3) The Tenant shall be responsible for the disposal of waste generated with respect to the Tenant's improvements. All the Tenant's improvements within the Demised Premises shall be completed with new materials unless otherwise approved in writing by the Landlord. Workmanship performed shall be of a uniformly high quality in accordance with commercially reasonable standards of practice. On completion of the Tenant Work, the Tenant shall cause to be furnished to the Landlord a final release of lien from the contractor and the contractor's affidavit stating that the work has been completed, there are no liens outstanding against the Demised Premises on account of the Tenant's improvements and all accounts for work, service and materials have been paid in full.

(4) The Tenant will indemnify and hold Landlord harmless from any damage caused by or related to Tenant's Work.

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SCHEDULE 1

LANDLORD'S WORK

Landlord will remove all Landlord's personal property and deliver the Premises to Tenant with all HVAC units in good working order.

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SCHEDULE 2

TENANT'S WORK

Tenant will perform all build out work inside the Premises. Tenant will provide Landlord with build out/architectural plans for Landlord's approval, which will not be unreasonably withheld.

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EXHIBIT C

LEASE GUARANTY

THE UNDERSIGNED guarantees all the obligations of the Tenant under that certain Business Center Lease described as follows (the "Lease"):

Landlord: PSL BUSINESS CENTER PARTNERSHIP

Tenant: DIAMOND ELITE ACADEMY, a Florida limited liability company

Project: PSL BUSINESS CENTER

Demised Premises 580 NW University Blvd., Suite 120.

Date of Lease November 24, 2025

The undersigned, jointly and severally, further confirm(s) and acknowledge(s) the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Lease or the undersigned in respect of this Guaranty.

2. The undersigned has a monetary interest (direct or indirect) in the Tenant and/or in the conduct of business in the Demised Premises.

3. The undersigned has executed this Guaranty to induce the Landlord to lease the Demised Premises to Tenant.

4. Any material changes to the lease must be agreed to by the undersigned Guarantors.

5. With regard to obligations of Tenant to pay money, this Guaranty imposes on the undersigned a guarantee of payment and not of collection.

6. The Landlord has the right to take action against one or more of the undersigned Guarantors without affecting the obligations of any other of the undersigned Guarantors not then being proceeded against.

WITNESS our hands and seals this 24th day of November, 2025.

Address of Guarantor(s):
10578 SW MORNING GLORY DRIVE
PORT SAINT LUCIE, FL 34987

Signed by:
By: Tiffany C. Romero 11/24/2025
Tiffany Romero, Individually

Address of Guarantor(s):
10578 SW MORNING GLORY DRIVE
PORT SAINT LUCIE, FL 34987

Signed by:
By: Jose Romero 11/24/2025
Jose Romero, Individually