

Lease Agreement

THIS AGREEMENT is entered into this ____ of __M^ c _Y __2017 between ____ Boynton ___ Business ___ Park, __LLC_, hereinafter called the "Lessor" and ____ Home Racer, LLC and Dimitar M. Pavlov, Personally, hereinafter called the "Lessee":

WITNESSETH, That the said Lessor does this day lease unto said Lessee, and said Lessee does hereby hire and take as Lessee that certain warehouse space of approximately 2400 square feet located at 1300 W. Industrial Ave. Boynton Beach, FL. 33426 building 1330 # 108 (the Premises) beginning on the Commencement Date May 1, 2017 and ending upon the last day of the May 31, 2019 (the "Term") at and for the agreed rental, payable as set forth herein.

FIRST: RENT AND TERM: The term of this Lease is for two (2) years and one (1) month subject and conditioned on the provisions of this Lease beginning May 1, 2017 and ending May 31, 2019.

RENT SCHEDULE: The agreed upon rental rates are as follows:

| Lease Year | Base Rent | Water/Sewer/Trash | Sales Tax | Per Month |
|-------------------|------------------|-------------------|-----------|------------|
| 05/01/17-05/31/17 | Free Rent Period | | | |
| 06/01/17-05/31/18 | \$1,900.00 | \$120.00 | \$141.40 | \$2,161.40 |
| 06/01/18-05/31/19 | \$1,995.00 | \$130.00 | \$148.75 | \$2,273.75 |

Prepayment: With the signing of this Lease, Tenant shall prepay \$6,708.90, representing June rent of \$2,161.40 and security deposit of \$4,547.50.

Commencement Date: Tenant acknowledges that the premises is currently occupied and that Landlord shall attempt to enter into an Early Termination Agreement with the current Tenant. It is contemplated that the Premises will be ready for delivery to the Tenant on or prior to May 1, 2017, the "Delivery Date". However, in the event that the Landlord is unable to deliver possession of the Premises to the Tenant on or before said date, then and in such event the Landlord agrees to deliver possession of the Premises to the Tenant-as soon as practicable thereafter, and the rental under this Lease will be abated proportionately and the Tenant will be relieved of the liability for paying the same during such time Lessee does not have possession. In no event shall the Tenant have any claim for damages (except for the abatement of rent as herein specified) on account of the failure of the Landlord to deliver possession of the Premises to the Tenant on or before said date.

It is understood and agreed that a late payment by the Lessee to the Lessor of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such cost being extremely difficult and Impractical to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed by Lessor for late payment of obligations paid out of the cash flow from Lessee. Therefore, if any installment of rent due from Lessee is not received by Lessor by the 5th day of the month in which it is due, as additional rent, late charges of 10% shall be assessed for each month's rent that is 5 days past due.

All payment to be made to <u>Boynton Business Park, LLC</u>. a Florida Limited Liability Company (the "Lessor") are payable on the first day of each and every month in advance without demand at the office of Lessor or at such other place and to such other person, as the Lessor may from time to time designate in writing.

Send Lease Payments to the Following Address:

Boynton Business Park, LLC C/O Levy Realty Advisors, Inc. 4901 NW 17th Way Suite 103 Ft Lauderdale, FL 33309

SECOND: SECURITY. The security deposit is \$4,547.50, for the faithful performance and observance by tenant of the terms, provisions and conditions of this lease. It is agreed that in the event tenant default s in respect to any of the terms, provision and conditions of this lease, including, but not limited to the payment of rent, landlord may apply or retain any part of the security deposit to the extent required for the payment of any rent or any other sum as to which tenant is in default for any sum which landlord may expend or may be required to expend by reason of tenants actions in respect of any of the terms, convents and conditions of this lease.

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THIRD: USE AND BUSINESS TAX RECEIPT: It is hereby understood and agreed that the use ("Lessee's Use") of the leased Premises is limited to online sales, distribution and storage of gaming and office chairs and for no other purposes or uses whatsoever. Any violation of the agreed use, or any type of unreasonable disturbance or interference with any other Lessees Use Clause, business and/or exclusivity, will be a violation of this Agreement. Any violation of the agreed use shall be considered default under the terms and conditions of this Agreement.

Upon execution of this Lease by both parties, the Tenant shall apply for an Business Tax Receipt from the City of Boynton Beach. If Tenant does not provide proof of obtaining said license within 30 days, then at Landlord's option this lease and the Tenant shall be declared to be in default and subject to any rights and remedies which Landlord may have including but not limited to an action for removal. It shall be the Tenant's obligation to provide Landlord with proof that they have renewed their Business Tax Receipt by October 30th each year of their Lease term and any extensions thereto.

Lessee shall provide Lessor with a copy of its Certificate of Occupancy within 7 days of request of same.

FOURTH: ASSIGNMENT: Lessee shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised Premises or any part thereof without the express, written consent of Lessor first obtained; provided, however, that Lessor's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Lessee, Lessee shall remain liable for the full performance of each and every covenant and condition hereunder.

FIFTH: LESSEE COMPLIANCE. Lessee, at Lessee's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Lessor or Lessee with respect to the use, occupation or alteration of the Premises, and the Lessee shall use all reasonable efforts to fully comply with the Americans With Disability Act. Lessee agrees to pay Lessee's pro-rata share of Lessor's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed.

SIXTH: PROMPT PAYMENT. The prompt payment of the rent for said Premises upon the dates named, and the faithful observance of the conditions printed upon this Lease are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said Lease shall, at the option of the Lessor, work a forfeiture of this Lease and all of the rights of the Lessee hereunder; and the Lessor shall have the right to enter said Premises and remove all persons therefrom forcibly or otherwise and the Lessee hereby expressly waives any and all notices required by law to terminate its tenancy and also waives any and all legal proceedings to recover possession of said Premises or damages.

SEVENTH: NON - PAYMENT. Lessee agrees: That Lessee will promptly pay said rent at the time above stated; that Lessee will pay all charges for gas, electricity, other illuminant, used on the Premises during the term of this Lease; that, if any part of the rent shall remain due and unpaid for five (5) days next after the same shall become due and payable, Lessor shall have the option of declaring the balance of the entire rent for the entire rental term of this lease to be immediately due and payable, and Lessor may then proceed immediately to collect all of the unpaid rent called for this lease by distress or otherwise.

EIGHTH: ABANDONMENT. In the event the Lessee abandons the Premises, the Lessor may, at its option, enter the leased Premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the Premises shall have been deemed abandoned and vacated if: (1) the rent is delinquent, (2) the Lessee has not entered the Premises for five, consecutive working days, excluding weekends and holidays and (3) the Lessee has not notified the Lessor, in writing, of its intention to be away from the Premises for vacation or other purpose.

NINTH: CHATTELS/SECURITY INTEREST. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of Lessee, which shall or may be brought or put on the Premises as security for the payment of the rent herein reserved, and the Lessee agrees that the lien hereunder may be enforced by distress (and Lessee waives all rights to require Lessor to post bond), foreclosure or otherwise at the election of the Lessor. Notwithstanding the foregoing, if Lessee, its sublessees or assigns acquire and/or lease personal property or trade fixtures to be installed and used upon the Premises subject to a conditional sales contract, chattel mortgage or other security agreement or lease, Lessor hereby waives any claim arising by way of any Lessor's lien (whether created by statute, contract or otherwise) with respect to such personal property or trade fixtures and agrees to execute and deliver to any such secured creditor and/or lessor a waiver of any lien Lessor may have upon such personal property.

TENTH: RIGHT OF ENTRY. The Lessor, or any of its agents, shall have the right to enter the Premises upon not less than twenty-four (24) hours' prior written notice during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof or of said building, or, provided Lessee elects not to extend the Term hereunder, to exhibit said Premises and to put or keep upon the doors or



windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of the Term or any Extension Term of this Lease (as the case may be). A representative of Lessee shall be entitled to be present during any entry by Lessor or its agents, and Lessor and its agents shall promptly restore the Premises upon completion of any such entry. Lessor shall be responsible for all acts of Lessor, its agents and contractors during any such entry in the Premises.

ELEVENTH: ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor. Any structural improvements and additions to the Premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the Premises to mechanics lien. If Lessor so elects, Lessee at its cost shall restore the Premises to the condition designated by Lessor in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Lessor's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. IF ANY STRUCTURAL CHANGES, ALTERATIONS, OR MECHANICAL IMPROVEMENTS ARE MADE BY THE LESSEE PURSUANT TO THIS PARAGRAPH, ANY AND ALL PERMITS, AND CLOSURES OF PERMITS MUST BE SENT TO THE LESSOR.

TWELVETH: EXTERIOR. Lessor agrees to keep the exterior part of said Premises in good repair, but Lessee shall give Lessor seven (7) days written notice of needed repairs and Lessor shall have a reasonable time thereafter to make them. However, if any part of the exterior or interior of the Premises is injured or damaged by any breaking and/or entering said Premises or by any attempt to break and/or enter said Premises by any third person or persons, Lessee agrees to promptly cause all necessary repairs to be made at Lessee's expense so as to promptly restore said Premises to its condition immediately prior to said breaking and/or entering or said to break and/or enter. In the event additional sanitary facilities are required because of the nature of the operation conducted by the Lessee it shall be the Lessee's obligation to supply such additional facilities.

THIRTEENTH: INTERIOR. Lessee agrees to keep the interior of said Premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Lessee's own expense—fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Lessee and Lessee agrees to replace at Lessee's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised Premises, the Lessee shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Lessor at the termination of this lease in good working order, reasonable wear and tear excepted.

FOURTEENTH: ACCEPTANCE OF PREMISES. Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease and agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement.

FIFTEENTH: INSURANCE. The Lessee shall, during the term of this Lease, procure at its expense and keep in force the following insurance:

- a. Bodily injury and property damage comprehensive public liability insurance with respect to the leased Premises for a combined single loss of not less than \$500,000.00
- b. Fire and extended coverage insurance covering its fixtures and equipment located on the leased Premises in an amount not less than ninety (90%) percent of their actual cash value.
- c. Workers compensation insurance in accordance with statutory law and employer's liability insurance with a limit of not less than \$100,000 per employee and \$500,000 per occurrence.
 - d. Such other insurance as Lessor deems reasonably necessary and prudent.
- e. Plate, glass coverage. An amount sufficient to cover replacement any and all plate, glass in the leased Premises.

Said insurance shall designate Lessor as additional insured and shall contain a clause that the insurer will not cancel or change the insurance without providing Lessor with at least thirty (30) days' prior written notice. Proof of said insurance coverage and payment of premium shall be supplied to Lessor prior to the Lease Commencement Date and prior to any anniversary date thereafter.

SIXTEENTH: HOLD HARMLESS: It is expressly agreed and understood by and between the parties to this agreement, that the Lessor, its principals, employees, agents and all affiliated or related ownership entities shall not be liable to Lessee for any damage or injury by water, or water seepage, any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Lessee, or its agents or employees, any damage by reason of the breakage,



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leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building, except to the extent caused by the negligent or intentional acts or omissions of Lessor, their employees, agents or contractors. Neither the Lessor nor Lessor's agents shall be responsible for any damages caused by, or growing out of, any breakage, leakage, or defective condition of the electrical wiring, air conditioning or heating pipes and equipment, plumbing, appliances, sprinklers, other facilities or other equipment, serving the leased Premises, except to the extent caused by the negligent or intentional acts or omissions of Lessor, its agents, principals or contractors. Lessor, its principals, employees, agents and all affiliated or related ownership entities shall not be liable to Lessee and shall be held harmless from any and all liability to Lessee.

SEVENTEENTH: HEIRS AND ASSIGNS. This lease or any agreement hereto shall not be assignable. All other language regarding heirs, executors, or successors has been intentionally omitted.

EIGHTEENTH: NOTICE. All notices, demands, or other communications of any type to the parties herein ("Notices") shall be void and of no effect unless given in accordance with the provisions of this Lease. All Notices shall be legible and in writing and shall be delivered to the person to whom the Notice is directed, either in person with a receipt requested therefor or sent by a recognized overnight courier service of next day delivery or by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one (1) business day after depositing with such an overnight courier service, or (c) three (3) business days after deposit in the mail if mailed, addressed to Lessor or Lessee. Either party hereto may change the address for Notice specified above by giving the other party ten (10) days advance written Notice of such change of address.

NINETEENTH: WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

TWENTIETH: SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the Premises leased hereunder are prohibited without prior written approval from the Lessor. All signs must be subject to city & state approval and upon notification of any violations pertaining to lessor's signs or advertising, lessor shall hereby agree to promptly remove sign and/or remedy the violation.

TWENTY-FIRST: CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Lessee by Lessor for services, utilities or for the work done on the Premises by order of the Lessee, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Lessee shall, upon demand, pay as additional rent its prorate share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Lessor for the building(s) of which the demised Premises are a part.

TWENTY-SECOND: PROPERTY TAXES & INSURANCE. Property taxes and property insurance are to be the responsibility of the landlord.

TWENTY-THIRD: BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of said term and Lessee fails to fulfill the conditions and covenants required of it to be performed under this Lease, the Lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor shall accept rent from any receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract. Lessor shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to an obtain order authorizing a rejection of the lease at the Lessor's option which may limit the Lessee from maintaining possession of the Premises, notwithstanding the institution of bankruptcy.

TWENTY-FOURTH: SUBORDINATION. This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Upon request by Lessor's mortgagee or such successor in interest, Leasee shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for. Lessee agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Lessee's fallure to execute such documents within ten (10) days after written demand shall constitute a material default by Lessee hereunder or, at Lessor's option, Lessor shall have the right to execute such documents on behalf of Lessee as Lessee's attorney-in-fact. Lessee does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place



and stead, to execute such documents in accordance with this Section , said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

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TWENTY-FIFTH: ACCORD AND SATISFACTION: No payment by Lessee, or receipt by Lessor, of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided herein or by law.

TWENTY-SIXTH: RETURN OF PREMISES. At the termination of this Lease, the Premises shall be restored to their original condition (subject to improvements and additions remaining at Lessor's option as described above) and returned to the Lessor in broom-clean condition.

TWENTY-SEVENTH: UTILITIES. The Lessee will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Lessee has been able to successfully arrange for such services.

TWENTY-EIGHTH: TRASH REMOVED. Lessee shall provide for suitable containers for the collection of trash and other waste. Lessee shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Lessee permits trash or waste to accumulate in an unsightly fashion, Lessor shall be authorized to remove same at Lessee's expense.

TWENTY-NINTH: NO OUTSIDE STORAGE. Lessee shall confine all of its activities to the interior portion of the demised Premises and shall not conduct activities or store materials in the areas adjacent to the demised Premises. The parking area shall be used for parking by employees or visitors only. Lessee shall keep the parking area outside its Premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Lessee's business may be stored outside the Premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

THIRTH: ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the Premises when Lessee vacates shall be deemed to have been abandoned by Lessee and by such abandonment Lessee automatically relinquishes any right of interest therein. Lessor is authorized to sell, dispose of or destroy same.

THIRTY-FIRST: ESTOPPEL CERTIFICATE. Lessee, upon request of Lessor or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Lessor or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and subsisting and in full force, effect that Lessor is not in default under any of the terms of this Lease and such other matters as may be required by Lessor or such mortgagee. Lessee further agrees to pay to Lessor, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess of ten (10) days after such demand that Lessee shall fail to deliver such a certificate as provided for in this clause.

THIRTY-SECOND: HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor, Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the Premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the Premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.



Lessor or Lessor's representative shall have the right but not the obligation to enter the Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the Premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

THIRTY-THIRD: LESSOR'S LIABILITY. The liability of the Lessor (which, for the purposes of this Lease, shall include the Owner of the building if other than the Lessor) to the Lessee for any default by Lessor under the terms of this Lease is limited to the interest of the Lessor in the building, and the Lessee agrees to look solely to the Lessor's interest in the building for the recovery of any judgment.

THIRTY-FOURTH: MOLDS. Lessee acknowledges and agrees that: (i) mold spores are present essentially everywhere, and that (ii) mold can grow in most moist locations and (iii) good housekeeping, ventilation and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls are essential for mold prevention. Lessee has previously inspected the Premises and certifies that Lessee has not observed mold, mildew or moisture within the Premises. Lessee agrees to immediately notify Lessor (and Lessor's property manager) if Lessee observes mold / mildew and / or moisture conditions (from any source, including leaks) and allow Lessor to evaluate and make recommendations and / or take appropriate corrective action. Lessee releases Lessor (and Lessor's property manager) from any liability for any personal injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew in or on the Premises. In addition Lessee acknowledges receipt of Lessor's Moisture and Mold Prevention Guidelines.

THIRTY-FIFTH: 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.

THIRTY-SIXTH: ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

THIRTY-SEVENTH: BROKER'S COMMISSIONS. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

The Landlord shall be responsible for paying any and all broker's fees as a result of this Lease: Levy Realty Advisors, Inc. representing the Landlord and United Realty Group, representing the Tenant.

THIRTY-EIGHTH: WAIVER OF TRIAL BY JURY. LESSEE AND LESSOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INSTRUMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LESSOR LEASING THE PREMISES TO THE LESSEE.

THIRTY-NINTH: CONDEMNATION. If any portion of the leased Premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Premises or project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Lessee's business conducted from the Premises, and said taking



lasts for ninety (90) days or more, Lessee shall have the option, to be exercised only in writing within thirty (30) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Lessee's rent shall be abated during said period but Lessee shall not have the right to terminate this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased Premises taken bears to the total usable floor area of the project. Lessor shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Lessee of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the Premises or the project. Any award for the taking of all or any part of the Premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for Lessee improvements; provided, however, that Lessee shall be entitled to any separate award for loss of or damage to Lessee's trade fixtures and removable personal property and any award available for the relocation of Lessee's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Lessor encumbering the project, Lessor shall to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Lessor shall have no liability to Lessee for Interruption of Lessee's business upon the Premises, diminution of Lessee's ability to use the Premises, or other injury or damage sustained by Lessee as a result of such condemnation.

FORTIETH: TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

FORTY-FIRST: LESSOR'S RIGHTS: The rights of the Lessor under this lease shall be cumulative, and fallure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate as a waiver of any of Lessor's rights.

FORTY-SECOND: CORPORATE STATUS: Lessee represents that any business organization status that it may purport to have, either at the time of the execution of this lease or thereafter, shall be maintained in any and all lawful form. In the event Lessee possesses corporate status, Lessee shall maintain such corporate status as active and current with the appropriate state authorities.

FORTY-THIRD: REPRESENTATIONS/WARRANTIES: If Lessee executes the Lease as a Corporation or a Partnership, then Lessee and the persons executing the Lease on behalf of Lessee, represent and warrant that the individuals executing the Lease on Lessee's behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the By-Laws of the Lessee and that this Lease is binding upon Lessee in accordance with its terms. Lessee further warrants that Lessee has the full legal power and authority to execute and enter into this Lease agreement and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance by Lessee of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which Lessee is a party or to which it may be subject.

FORTY-FOURTH: MODIFICATION: This lease contains the entire agreement between the parties hereto and all prior negotiations. The terms of this lease may only be modified by a subsequent written agreement signed and sealed by both Lessor and Lessee. The parties to this lease agree that the terms of this lease shall not be more strictly construed against Lessor, or more favorably for Lessee, notwithstanding Lessor's presentation of this lease.

FORTY-FIFTH: CANCELLATION: In the event of sale of the leased parcel, seller or buyer may cancel this lease by providing sixty (60) days written notice sent by certified or registered mail within sixty (60) days from the date of closing. Buyer and Seller shall also furnish lessee with a certified Deed or other proof of purchase. Lessor may cancel lease agreement with 30 days written notice to Lessee for any reason.

FORTY-SIXTH: HOLDING OVER AFTER EXPIRATION: If Lessee holds over after the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, and in such case base rent shall be payable at a rental in the amount of one hundred ten percent (110%) of the base rent in effect as of the last month of the Term hereof and at the time specified in this Lease, and such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. The foregoing shall not, however, be construed as a consent by Lessor to any holding over by Lessee and Lessor reserves the right to require Lessee to surrender possession of the Premises upon expiration or earlier termination of this Lease.



FORTY-SEVENTH: ACCELERATION CLAUSE: In addition to all other rights granted to Lessor in this lease and not as a limitation of said rights, in the event of a termination of this lease as a result of a default by Lessee, Lessor shall have the right and option to accelerate all rental due hereunder. In the event of a default, all rights and remedies available to Lessor shall be cumulative and non-exclusive.

FORTY-EIGHTH: INDEPENDENT COVENANT: Each and every rental obligation Lessee is obligated for under the terms of this lease agreement shall be deemed to be independent covenants to Lessor and shall remain independent covenants notwithstanding any other obligation Lessor may have to Lessee under the lease agreement.

FORTY-NINTH: LIENS: Lessee shall not permit any type of lien to be filed against the leased Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. Lessee shall, within 30 days of receipt of notice, bond over or discharge any lien filed against the property or any part thereof immediately. Lessee shall deliver to Lessor all necessary lien releases and waivers. In addition to all other remedies available, Lessor may elect to discharge such lien if not paid by Lessee within such 30-day period. In that event, Lessee agrees to reimburse Lessor a sum equal to the amount of such lien, plus Lessor's reasonable costs, attorneys' fees, expenses and damages incurred by Lessor. Lessee will indemnify and hold Lessor harmless from any and all claims arising out of any and all liens placed upon the property for which Lessee is responsible. Lessee acknowledges that a formal notice has been recorded in the Public Records denoting this prohibition against any type of lien being placed upon Lessor's property.

FIFTIETH: RELOCATION OF TENANT: Lessor expressly reserves the right at Lessor's sole cost and expense to remove Lessee from the Premises and relocate Lessee in some other space of Lessor's choosing approximately the same size and dimension within the building(s) within which the Premises are located, which other space shall be improved and decorated by Lessor at Lessor's expense. Lessor shall have the right in Lessor's sole discretion to use such decorations and materials from the existing Premises or other materials so that the space in which the Lessee is relocated shall be comparable in its interior design and decoration to the Premises from which the Lessee is removed. Nothing contained herein shall be construed to relive Lessee from any liability or obligation to pay any Rent or Additional Rent due by reason of the provisions of this Lease, which provision shall be applied to the space in which Lessee is relocated on the same basis as said provisions were applied to the Premises from which Lessee is removed.

FIFTY-FIRST: FACILITY DUMPSTERS, OFF SITE GARBAGE, & CONSTURCTION MATERIALS:

Lessor maintains dumpster service at a regular interval with the City of Boynton Beach, Florida at the sole cost and expense of Lessor. These dumpsters are for waste generated during a Lessee's normal everyday trash needs at the facility except for Construction Materials, Construction debris, bulk items or for disposal of large quantities of solid waste by products generated by Tenant's business. Lessee is strictly prohibited from dumping any materials generated off site including but not limited to garbage or construction debris in the facility's dumpsters. The dumping of any construction materials in the facility's dumpsters is strictly prohibited. Tenant shall keep all exterior areas adjacent to the building broom clean and free of any merchandise, dirt, trash, pallets and rubbish. Should the Tenant neglect to adhere to the responsibility of this requirement, Landlord may, at his option, declare a breach this Lease or Landlord may clean the adjacent areas at Tenant's expense which shall be considered additional rent. Said additional rent shall be due and payable within 10 days after Landlord delivers billing notice to Tenant. It is therefore understood and agreed upon that the Tenant shall be responsible for arranging and paying for their bulk trash removal on a regular basis.

The City will not pick up the trash if they find construction materials or construction debris inside of the dumpsters.

Additionally, if any Lessee generates an excess amount of waste or construction debris, as determined by the Lessor in its sole and absolute discretion, than Lessee shall be required to obtain a third party dumpster service at Lessee's sole cost and expense. Lessor to provide Lessee with written demand to obtain a third party dumpster service for Lessee's additional trash needs

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Lessee hereby agrees to arrange for and maintain a dumpster service at Lessee's sole cost and expense to be used for any and all construction materials, bulk items and by products of tenant's business; including but not limited to granite, marble, flooring, kitchen cabinets and any off-site garbage or construction debris, and any other materials being brought back to the Premises by Lessee that need to be disposed of.

FIFTY-SECOND: All Common Areas shall be subject to the exclusive control and management of Lessor, and Lessor shall have the right, at any time and from time to time, to establish, modify, amend and enforce uniform rules and regulations with respect to the Common Areas and the use thereof. Lessee agrees to abide by and conform with such rules and regulations upon notice thereof, to cause its concessionaires, invitees and licensees and its and their employees and agents to abide and conform. Lessor shall have the right (a) to close, if necessary, all or any portion of the Common Areas to such extent as may in the opinion of Lessor's counsel be reasonably necessary to prevent a dedication or public taking thereof or the accrual of any rights of any person or of the public therein, (b) to close temporarily all or any portion of the Common Areas to discourage non-customers' use, (c) to use portions of the Common Areas while engaged in making additional improvements or repairs or alterations to the Boynton Business Park (d) to transfer, in whole or in part, any of Lessor's rights and/or obligations under this Article, to any other Lessee(s) sub-lessee(s) or other occupant(s) of the Boynton Business Park or to such other party(ies) or designee(s) as Lessor may from time to time determine, and (e) to do and perform such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas as in the use of good business judgment Lessor shall determine to be appropriate for the Boynton Business Park. Lessee agrees to cause its officers, employees, agents, licensees and any concessionaires to park their respective automobiles, trucks and other vehicles only in such parking places in the Common Areas designated by the Lessor from time to time as the employee parking area. Lessee further agrees, upon request, to furnish to Lessor the motor vehicle license numbers assigned to the vehicles of Lessee and any concessionaire, their respective officers, agents, employees and licensees. Lessor, after notice to Lessee that Lessee or any of its officers, employees, agents, licensees, or concessionaires, are not parking in said employee parking area, may at its option, in addition to any other remedies it may have, tow away any such vehicle at Lessee's expense and/or impose a parking fine of \$10.00 for each vehicle for each day or portion thereof that such violation(s) continues after five (5) days' notice to Lessee. Lessee shall not at any time interfere with the rights of Lessor and other tenants, their officers, employees, agents, licensees, customers, invitees and concessionaires, to use any part of the parking areas and other Common Areas.



FIFTY-THIRD: RULES & REGULATIONS: Attached hereto and made a part hereof, is Exhibit "A" which outlines additional rules, regulations and covenants which Lessee must comply with at all times and which govern this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written.

LESSOR: Boynton Business Park, LLC.

| Witnesses as to Lessor Con a Turcano | By: Date: Name: Greg Zeifman Title: Manager |
|---------------------------------------|---|
| Witnesses as to Lessee: | LESSEE: Home Racer, Inc. |
| Mons | Set 21573 |
| (Sum) | Dimitar M. Pavlov, MGR Date: Name: Address: |
| Witnesses as to Lessee: | LESSEE: Dimitar M. Pavlov |
| James Company | By: Dimitar M. Pavlov, Personally Date: |
| | Name: |

TENANT TO ATTACH A COPY OF THEIR DRIVERS LICENSE TO THIS LEASE AGREEMENT

COMMERCIAL MOISTURE AND MOLD PREVENTION GUIDELINES

Exercising proper ventilation and moisture control precautions will help maintain your comfort and prevent mold growth in the Premises. Lessees should adopt and implement the following guidelines to avoid the development of excessive moisture or mold growth:

- Report any maintenance problems involving water, moist conditions, or mold to the Lessor promptly and conduct its required activities in a manner, which prevents unusual moisture conditions or mold growth.
- Do not block or inhibit the flow of return or make-up air into the HVAC system. Maintain the suite as a consistent temperature and humidity level in accordance with the Lessor's instructions.
- 3. Regularly conduct janitorial activities, especially in bathrooms, kitchens, and janitorial spaces to remove mildew and prevent or correct moist conditions.
- Maintain water in all drain traps at all times.

Lessee's Signature:

Date:

EXHIBIT A RULES AND REGULATIONS LESSEE MUST COMPLY WITH THE FOLLOWING:

1. TRASH AND DEBRIS:

- a. Tenant shall be responsible for keeping the interior and exterior of the leased premises clean at all times.
- b. There shall be no "junk cars", machinery, equipment, and used auto and engine parts of any kind stored outside of the premises.
- c. The Tenant shall keep the front and rear of the leased premises broom clean at all times. Landlord defines the area of responsibility of the Tenant as the width of the leased premises and into the parking area or road, as it may apply a distance of thirty (30) feet.
- d. No pallets, trade waste, boxes, wood, etc., will be allowed outside of the leased premises.
- e. No dumping on or about the leased premises. This includes grease or oil waste in the soakage pits which become ineffective and causes flooding.
- f. Trash should not accumulate within the leased premises and arrangements should be made with locale waste companies for trash containers and removals.

If Lessee violates any of the above conditions, Lessor, at its sole discretion, shall have the right to step in and correct any violations and seek reimbursement for any out of pocket expenses incurred along with a 15% administrative fee which shall be considered additional rent. Lessee's failure to make such reimbursement to Lessor shall be considered a monetary default of this Lease.

- It shall be the Tenant's responsibility to provide fire extinguishers, which must be certified and tagged by a licensed company pursuant to the fire codes. No storage shall be permitted within three feet of any fire extinguisher.
- 3. Should Lessee be cited for any code violations then upon notice to Lessee by the Lessor, or its agents in charge, Lessee shall cure said violations within 5 business days. In the event Lessee fails to cure said violations within 5 business days, Lessor shall have the right to cure the aforementioned violations and Lessee shall be held responsible for all of Lessors out of pocket costs along with a 15% administrative fee, which shall be considered as additional rent. Lessee's failure to make such reimbursement to Lessor shall be considered a monetary default of this Lease.
- 4. No business shall be conducted on the outside of the leased premises.
- No dogs (except service dogs), cats or other domesticated animals or pets, will be allowed to be kept inside or outside the leased premises, except with prior Landlord approval.
- 6. Lessee shall supply electricity and all maintenance for the security lights on the outside of the leased premises.
- 7. There shall be no washing of motor vehicles in the common areas of the property. Any violation of this rule shall be grounds for Lease termination and a penalty fee will be assessed and considered additional rent.
- All machinery should be wired and grounded correctly pursuant the municipal codes.
- Any and all chemicals should be stored properly in vented cabinets and containers, pursuant to the municipality codes.

- 10. Flammables should not be stored in the building unless proper precautions have been taken and the appropriate licenses have been secured by the appropriate municipal building and zoning divisions.
- 11. If Lessee is storing or handling any toxic or hazardous materials, then application must be made for a Hazardous Materials License through the Department of Environmental Regulation. A copy of said License must be provided to the Lessor.
- 12. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.
- 13. The sidewalks, entrances, driveways and roadways serving and adjacent to the Leased Premises shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall control the Common Areas.
- 14. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.
- 15. No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of Landlord and as Landlord may direct. Landlord shall direct electricians as to where and how telephone or data cabling are to be introduced. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord.
- 16. No tenant shall make, or permit to be made any unseemly, excessive or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.
- No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises any flammable, combustible or explosive fluid, chemical or substance or firearm.
- 18. Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines.
 - Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.
- No outside storage is permitted including without limitation the storage of trucks and other vehicles without Landlords prior approval.
- No tenant shall be allowed to conduct an auction from the Leased Premises without the prior written consent of Landlord.

| HOME RACER, LLC 2230 SW 70TH AVE STE 5 FORT LAUDERDALE, FL 33317-7131 | | | 5/2 | 117 | 1574 63-27/631 FL 24261 |
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