

COMMERCIAL LEASE

THIS LEASE made this ____ Day of _____, _____ by and between BAKER OFFICE SUITES, LLC hereinafter called "LANDLORD" with its principal offices at 1334 TIMBERLANE ROAD, TALLAHASSEE, FLORIDA 32312, and _____, hereinafter called "TENANT".

WITNESSETH:

In consideration of the rents reserved herein and the mutual covenants, terms, conditions and agreements hereinafter set forth, LANDLORD and TENANT hereby agree as follows:

1. DESCRIPTION OF PROPERTY. LANDLORD leases to TENANT and TENANT lets and rents from LANDLORD that certain rental space located at 1334 TIMBERLANE ROAD, SUITE _____, Tallahassee, Leon County, Florida 32312 (herein referred to as "Premises"). LANDLORD shall also provide the non-exclusive right to use the parking areas, sidewalks, and other improvements (the "common areas") which are a part of the property upon which the premises are located. TENANT acknowledges that parking is open and unassigned.

2. TERM. The term of this Lease shall be a period of one year commencing on _____, _____ and terminating at 12:00 midnight on _____, _____ unless the TENANT exercises its option to renew said lease. TENANT shall have the right to extend the lease each year for up to three years, prior to the end of the current year's lease, by providing the Landlord 60 days written notice of its intent to renew or vacate the premises on an annual basis. All other terms of the lease shall remain the same as in the initial term of the lease.

3. RENT. TENANT agrees to pay as total rental under the term of this Lease the sum of \$ _____ together with sales tax* or its equivalent which may now or in the future be levied, and which amount TENANT agrees to pay in advance to LANDLORD in equal monthly installments of \$ _____ as shown on attached Rental Agreement, on the first day of each and every calendar month during the term of this Lease. The rent for any fractional part of the first month shall be prorated. Rent shall be paid to the LANDLORD at the address hereinafter set forth, or at such other address as LANDLORD from time to time shall designate. All payments due from TENANT to LANDLORD under the terms of this Lease shall be paid promptly when due without deduction or offset. If any payment is not received by LANDLORD 12:00 midnight on the 7th calendar day following the day on which the payment is due, a late fee shall be due and payable by TENANT to LANDLORD as additional rent equal to five percent (5%) of the delinquent payment plus Five and No/100 Dollars (\$5.00) per day for each additional day thereafter that payment is not made.

* SALES TAX IS CURRENTLY 7.5% BUT IS SUBJECT TO CHANGE.

4. USE OF PREMISES. The premises are leased for the purpose of offices and TENANT agrees to restrict its use for such purposes and not to use, or permit the use of, the premises for any other purpose without first obtaining the written consent of LANDLORD, not to be unreasonably withheld. TENANT shall not use the premises in any manner, even in his use for the purposes which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises or to cause cancellation of any insurance policy covering the building. TENANT further agrees not to keep the premises, or permit to be kept, used or sold thereon, anything prohibited by the policy of fire insurance covering the premises. TENANT shall comply, at his own expense, with all requirements of insurers, necessary to keep in force the fire and public liability insurance covering the premises and building. TENANT shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful, improper, or offensive purpose. No flammable or explosive material or hazardous waste shall be allowed or kept within the premises unless LANDLORD's prior written approval is obtained. No animal of any kind shall be allowed or kept within the premises, with the exception of Seeing Eye dogs.

5. MAINTENANCE BY TENANT. TENANT agrees that by occupying the demised premises, TENANT has accepted the same to be in good repair, and unless otherwise provided for in this Lease, TENANT shall accept the premises in "as is" condition. TENANT agrees that during the term of this Lease, he will, at his own expense, keep all non-structural portions of the premises in good state of repair and condition, ordinary wear and tear excepted. TENANT shall be responsible for replacement of light bulbs as well as minor repairs (up to an estimated cost of \$35.00) which shall be completed in accordance with generally accepted good practices.

6. MAINTENANCE BY LANDLORD. Subject to the provisions of this Lease wherein LANDLORD agrees to repair or reconstruct the leased premises in accordance with generally accepted good practices in the event of casualty or in the event of the taking of the leased premises by eminent domain, all as set forth in the

Initial

provisions relating thereto, LANDLORD agrees to keep in good repair and condition the foundations, exterior walls (excluding the interior of all walls and the exterior and interior of all windows and doors), air conditioning and heating systems, plumbing and electrical systems, downspouts, gutters, roof, sidewalks, driveways, and landscaping of the leased premises, except, however, for any damage or injury thereto caused by or resulting from any negligence, act or omission of the TENANT or any of the TENANT's agents, servants, employees, licensees, invitees and customers. LANDLORD shall be responsible for any replacement of H.V.A.C. equipment required under any law or ordinance regulating chlorofluorocarbons (CFC's).

7. UTILITIES. LANDLORD agrees to pay for all charges for utilities, including heating and cooling, water, gas, electricity, sewage, and trash and garbage removal, as and when said charges become due and payable. TENANT shall pay for telephone lines and telephone calls.

8. AD VALOREM TAXES. The LANDLORD shall pay real estate taxes assessed against the realty, of which the leased premises is a part, as the same become due and payable. TENANT agrees to pay all taxes levied against the personal property and trade fixtures of the TENANT in and about the demised premises.

9. INSURANCE. TENANT shall procure and maintain in full force and effect during the term of this Lease and any extension thereof, at his sole expense, public liability insurance in companies and through brokers approved by LANDLORD, adequate to protect against liability for damage claims through public use of or arising out of accidents in or around the leased premises in the minimum amount of One Million Dollars (\$1,000,000.00) for each person injured, One Million Dollars (\$1,000,000) for any one accident, One Hundred Thousand Dollars (\$100,000.00) for property damage, and Five Thousand Dollars (\$5,000.00) for medical expenses. Such insurance policies shall provide coverage for LANDLORD's contingent liability on such claims or losses. Copies of the policies shall be delivered to LANDLORD upon request. TENANT agrees to obtain a written obligation from the insurers to notify LANDLORD in writing at least ten (10) calendar days prior to cancellation or refusal to renew any such policies. TENANT agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, LANDLORD may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to LANDLORD as an additional rent installment for the month following the date on which such premiums are paid.

LANDLORD agrees at all times during the period of this Lease, at its expense, to keep LANDLORD's portions of the buildings in the Premises insured against fire, with extended "all risk" coverage in an amount adequate to prevent LANDLORD from becoming a coinsurer of the leased premises. TENANT agrees to pay any increases in the amount of insurance premiums over and above the current rate in force that may be caused by TENANT's use of the premises.

TENANT shall be responsible for providing his own personal property hazard insurance and theft coverage in accordance with Paragraph 11.

10. DESTRUCTION OF PREMISES. If the premises are partially destroyed during the term of this Lease, LANDLORD shall repair them, when such repairs can be made in conformity with local, state and federal laws and regulations, within ninety (90) calendar days of the partial destruction. The partial destruction of the leased premises shall not render this Lease void or voidable or terminated except as herein provided. Rent for the premises shall be reduced during the repair and construction period in proportion to the amount of space rendered untenantable in relation to the total demised premises. If the repairs cannot be so made within the time limit, LANDLORD has the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to TENANT as provided for herein. If the repairs cannot be so made in ninety (90) calendar days, and if LANDLORD does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. Notwithstanding anything herein to the contrary, in the event the leased premises are more than fifty percent (50%) destroyed, LANDLORD or TENANT may, at its option, terminate this Lease and LANDLORD shall rebate to TENANT any advance rent paid through the date of said termination.

11. PERSONAL PROPERTY. All personal property on the premises or in the building shall be and remain at TENANT's sole risk of loss, and TENANT shall be responsible for providing his own personal property hazard insurance and theft coverage. LANDLORD shall not be liable for any damage to nor loss of such personal property arising from any acts of negligence of any other persons, nor from the leaking of the roof, nor from the bursting, leaking, or overflowing of water, sewer, steam pipes, or plumbing fixtures; nor from electric wiring or fixtures; nor from any other cause whatsoever (except for damage occasioned thereto by negligence or intentional wrongdoing of the LANDLORD); nor shall the LANDLORD be liable for any injury to the employees of the TENANT or other persons in the premises (except for damage occasioned thereto by negligence or intentional wrongdoing of the LANDLORD); the TENANT expressly agreeing to hold the LANDLORD harmless in all such cases (except for damage occasioned thereto by negligence or intentional wrongdoing of the LANDLORD).

Initial

12. INSPECTION BY LANDLORD. LANDLORD reserves the right to enter the premises at all reasonable times for the purpose of inspecting them and to perform required maintenance and repair, and TENANT agrees to permit LANDLORD to do so. LANDLORD shall attempt to make all such inspections and repairs at such times and in such a manner as not to materially interfere with the operation of TENANT's business. In any event, LANDLORD shall not be obligated to reduce TENANT's rent for the premises during any period of normal maintenance repair nor shall LANDLORD incur any liability to TENANT for disturbance of quiet enjoyment of the premises when making such repairs. LANDLORD, or any of his agents, shall have the right to exhibit the premises at any time within ninety (90) days before the expiration of this Lease unless the parties agree to extend the term of this Lease as provided hereafter. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease.

13. ALTERATIONS AND ADDITIONS. TENANT shall make no alteration in or addition to, or install any fixtures (not including normal office equipment, furnishings, or bookshelves) in, or maintain signs advertising its business on the premises without in each case obtaining the prior written consent of LANDLORD, not to be unreasonably withheld. To the extent LANDLORD grants its consent to any such alterations, additions, or installation of fixtures (not including normal office equipment, furnishings, or bookshelves) or signs, the same shall be done in compliance with all building codes, ordinances and governmental regulations pertaining to such work, use or occupancy, and the same shall also be done in accordance with any restrictive covenants and/or rules and regulations applicable to the premises. Any alteration, addition, or improvement made by the TENANT after such consent shall have been given or any fixtures installed as a part thereof (not including normal office equipment, furnishings, or bookshelves), shall become the property of the LANDLORD or be removed by the TENANT at the LANDLORD's option upon expiration or other sooner termination of this Lease. TENANT agrees that he will save harmless LANDLORD from and against any and all expenses, liens, claims, and damages to either property or person that may or might arise by reason of the making of any repairs, alterations, additions, or improvements, and TENANT specifically acknowledges that the interest of LANDLORD in the subject premises shall not be subject to lien by any laborer or material man (mechanic's lien) for services rendered to the subject premises, and TENANT agrees to so advise any such person providing labor, services or materials to the premises.

14. EMINENT DOMAIN. In the event the leased premises, or such portion thereof as will make it unusable for the purposes for which it is leased, shall be appropriated or taken pursuant to the power of eminent domain, then this Lease shall cease and terminate as of the date when possession thereof is taken by the condemning authority and the parties hereto shall be released from any further liability hereunder, and rent shall be computed between LANDLORD and TENANT as of the date possession is taken. This termination, however, shall be without prejudice to the rights of either LANDLORD or TENANT to recover from the condemning authority compensation and damage caused by said taking, and neither party shall have any rights in any award or settlement so received by the other from the condemning authority. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the remainder usable for the purposes of the business for which the premises are leased will not terminate this Lease, unless either party at its option terminates it by giving written notice of termination to the other party. The effect of such condemnation, should such option not be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder, if in fact the remainder may be replaced or restored, thereby making the remaining portion of the premises usable for the TENANT's purposes as herein described within ninety (90) calendar days after the date the condemning authority takes possession of the premises. During the period of rebuilding or restoration, if the TENANT can operate its business during such period, the TENANT's rent shall be reduced in the same proportion that the amount of the floor area of the leased premises taken bears to the total area of the leased premises immediately prior to such taking. Upon completion of said reconstruction to the same condition and usable space as existed prior to the condemnation, the rent as provided herein shall be paid in full to the LANDLORD. The sale by LANDLORD to any public or quasi-public body having the power of eminent domain under threat of condemnation or while condemnation proceedings are pending shall be deemed to be taking by eminent domain.

15. SUBORDINATION TO MORTGAGES. This Lease is at all times subject and subordinate to any and all present and future mortgages or encumbrances that may be placed upon the premises by the LANDLORD. TENANT covenants and agrees to execute upon request of LANDLORD all instruments, reasonable or necessary, to reflect or record the subordination of this Lease to the lien of any such mortgage; provided, however, notwithstanding anything contained herein to the contrary, any such mortgagee shall acknowledge the validity and continuance of this Lease in the event of a foreclosure of LANDLORD's interest or otherwise, as long as TENANT shall not be in default under the terms hereof.

16. ESTOPPEL CERTIFICATION. TENANT shall at any time and from time to time within ten (10) days after written notice from the LANDLORD, execute, acknowledge, and deliver to the LANDLORD a statement in writing certifying that this Lease is in full force and effect, setting forth and confirming any amendments hereto, stating the amount of rental paid hereunder, the date to which rental payments have been made, and

Initial

acknowledging that there are not, to the TENANT's knowledge, any uncured defaults by the LANDLORD hereunder or specifying any defaults which may be claimed. Any such statement may be relied upon by any mortgagee or prospective purchaser of any portion or all of the premises.

17. ATTORNMEN. TENANT shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of LANDLORD's interest in the demised premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as LANDLORD under this Lease.

18. BANKRUPTCY OR INSOLVENCY. If any proceeding shall be instituted by or against TENANT under the bankruptcy laws or other debtor relief laws of the United States or any state, or if TENANT shall make as assignment for the benefit of creditors, or if TENANT's interest herein shall be sold under execution or other legal process, or if a trustee in bankruptcy or a receiver be appointed for TENANT, then, in the event of any such occurrence, and at the option of LANDLORD, the same shall constitute a breach of this Lease by TENANT.

19. RULES AND REGULATIONS. TENANT covenants and agrees that it will comply with and abide by all restrictive covenants of record and rules and regulations, if any, which are applicable to the premises, including, but not limited to, those specific rules and regulations, if any, concerning parking, delivery, trash removal, use of common areas, signs, advertising, and other such activities within the premises, provided such rules and regulations do not materially interfere with TENANT's business. As of the commencement date of this Lease, there are no applicable restrictive covenants or rules and regulations that would affect tenancy other than those contained in this Agreement. TENANT specifically covenants and agrees that he will not conduct "quitting business", "lost our lease", "bankruptcy", or other such types of sale on the premises without LANDLORD's prior written consent, not to be unreasonably withheld.

20. INDEMNIFICATION. LANDLORD and TENANT covenant and agree to indemnify and save harmless each other and the demised premises from all costs, loss, damage, liability, expense, penalty and fine whatsoever that may arise from or be claimed against either party or the demised premises by any person or persons for any injury to person or property, or damage of whatever kind or character consequent on or arising from the use or occupancy of the demised premises by TENANT or LANDLORD, or resulting from or arising from any neglect or fault of TENANT or LANDLORD or the agents and employees of TENANT or LANDLORD in the use and occupancy of the premises, or resulting from or arising from any failure by TENANT or LANDLORD to comply and conform with all laws, statutes, ordinances and regulations of any governmental body or subdivision, now or hereafter enforced; if any lawsuit or proceeding shall be brought against TENANT or LANDLORD or the demised premises on account of any alleged violations thereof, or failure to comply and conform therewith, or on account of any damage, omission, neglect, or use of the premises by TENANT or LANDLORD, or the agents and employees of TENANT or LANDLORD, or any person on the premises, TENANT and LANDLORD agree that both will defend it and will pay whatever judgements may be recovered against TENANT or LANDLORD or against the premises on account thereof, and to pay for all attorney's fees in connection therewith, including attorney's fees on appeal. The terms and conditions of this paragraph shall not apply to any matter resulting from the negligence, omission, or intentional wrongdoing of TENANT or LANDLORD or the failure of TENANT or LANDLORD to perform or abide by any term or condition of this Lease.

21. DEFAULT. It shall be an event of default hereunder if TENANT shall fail to make any rental or other payment due hereunder within fifteen (15) calendar days after the same shall be due, or if the TENANT shall breach or fail to perform any agreements herein other than the agreement to pay rent and shall fail to cure such breach or perform such agreement within thirty (30) calendar days after written notice from LANDLORD, or if the TENANT shall desert or vacate any substantial portion of the demised premises during the term hereof. In the event of default, LANDLORD shall have all rights and remedies available to him at law and in equity now or hereafter provided within the State of Florida, including termination of the Lease, repossession of the property for its own account or relet, and recovering immediately from the TENANT the balance of the rent due for the term and any options exercised, plus legal interest on amounts past due, together with any other damages occasioned by or resulting from the desertion or vacation or breach or default other than a default in payment of rent.

It is expressly agreed that in the event of default by TENANT hereunder, LANDLORD shall have a lien upon all goods, chattels, or personal property of any description belonging to TENANT which are placed in, or become a part of, the premises, as security for rent due and to become due for the remainder of the current lease terms, which lien shall not be in lieu of or in any way affect any statutory LANDLORD's lien given by law, but shall be cumulative thereto. The interest herein given shall not prevent the sale by TENANT of any merchandise in the ordinary course of business free of such lien to LANDLORD. In the event LANDLORD exercises the option to terminate the leasehold, and to reenter and relet the premises as provided in the preceding paragraph, then LANDLORD may take possession of all of TENANT's property on the premises and sell the same at public or private sale after giving TENANT reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, or for such prices and terms as

Initial

LANDLORD deems best, with or without having the TENANT present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to TENANT.

All rights and remedies of LANDLORD under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

22. ASSIGNMENT AND SUBLEASE. TENANT agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except TENANT's agents and employees, to occupy the premises or any part thereof without first obtaining LANDLORD's written consent. LANDLORD expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by LANDLORD shall not be deemed a consent to any subsequent assignment, sublease or occupation by any other person or persons, and any consent to sublease does not release TENANT from the obligations under the terms of this Lease without the express written authorization of LANDLORD to the contrary. TENANT's unauthorized assignment, sublease, or license to occupy shall be void, and, at the option of LANDLORD shall terminate this Lease.

23. SURRENDER OF THE PREMISES. TENANT agrees to surrender to LANDLORD at the end of the term of this Lease, or upon any cancellation of this Lease, the premises, in as good condition as it was at the beginning of the term of this Lease and broom-clean, ordinary wear and tear excepted. TENANT agrees that if TENANT does not surrender to LANDLORD the premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, then TENANT will pay to LANDLORD all damages the LANDLORD may suffer on account of TENANT's failure to so surrender to LANDLORD possession of the premises, and will indemnify LANDLORD on account of such delay. In the event TENANT holds over and fails to surrender the premises upon expiration of the term of his Lease, the rental shall be at One Hundred Fifty Percent (150%) of the rate last specified in attached Rent Schedule, and acceptance of such increase of rental shall not be deemed to be consent to such continued occupancy nor shall it be deemed a waiver of any rights of the LANDLORD as set forth herein.

24. WAIVER OF RIGHTS. No failure of LANDLORD or TENANT to exercise from time to time any right or privilege granted LANDLORD or TENANT hereunder or to insist upon strict and faithful compliance by LANDLORD or TENANT with all of the obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of LANDLORD's or TENANT's right to demand strict compliance with the terms hereof. No waiver by LANDLORD or TENANT of any breach of any covenant of the other party herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. All rights, powers, remedies and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.

25. NOTICES. Rent payments and notices to LANDLORD shall be mailed or delivered at the following address unless otherwise designated in writing by LANDLORD:

BAKER OFFICE SUITES, LLC
1334 TIMBERLANE ROAD
TALLAHASSEE, FLORIDA 32312

Notices to TENANT may be mailed or delivered to the leased premises, and proof of mailing or posting of those notices to the leased premises shall be deemed the equivalent of personal service on TENANT.

26. ATTORNEY'S FEES. In the event of any litigation arising out of or brought for the purpose of enforcing the terms of this Lease, the prevailing party shall be entitled to recover all reasonable costs thereof, including reasonable court costs and attorney's fees.

27. SECURITY DEPOSIT. As security for the faithful performance of this Lease by TENANT, TENANT has deposited with LANDLORD the sum of \$400.00 per suite. Such amount shall be returned to the TENANT without interest within ten (10) calendar days after the date set forth for the expiration of the term hereof if TENANT has fully and faithfully carried out all of the terms, covenants and conditions of this Lease. LANDLORD shall have the right to apply any part of said deposit to cure any default of TENANT, including but not limited to repair of the demised premises to the extent permitted by Florida law. LANDLORD acknowledges receipt of security deposit.

28. QUIET ENJOYMENT. As long as the TENANT pays the rent and otherwise faithfully performs and observes all of the covenants and provisions hereof, he shall have peaceful and quiet enjoyment and

Initial

possession of the leased premises together with the use of the common area facilities, without any interference or hindrance from the LANDLORD or any persons or entities lawfully claiming through LANDLORD.

29. **SIGNS.** All signs are subject to LANDLORD's prior approval and architectural control as to construction, maintenance, location, content, and aesthetics, which shall not be unreasonably withheld, and are at TENANT's expense. At LANDLORD's option, TENANT shall promptly remove all signs, at TENANT's expense, at the expiration or termination of this Lease.

30. **FACTS:** Facts supplied herein were obtained from reliable sources and are believed to be accurate but are not guaranteed. LANDLORD and TENANT acknowledge that TENANT has the ability and opportunity to audit the subject property prior to the execution of this Lease and will hold LANDLORD blameless for any misunderstanding or implied misrepresentation of any facts herein. This provision shall survive the Lease term.

31. **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. TENANT acknowledges receipt of this notice prior to the execution of this Lease.

32. **SMOKING.** No tobacco products of any nature, including, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco and snuff, shall be used by the TENANT or its employees inside the premises, and TENANT will use its best efforts to keep its guests from smoking.

33. **AUTHORITY OF PARTIES.** Each individual executing the Lease on behalf of TENANT and LANDLORD, respectively, represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity he represents in this Lease, in accordance with applicable by-laws or governing articles of said entity.

34. **PERSONS BOUND.** The terms of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

35. **LAW GOVERNING.** This Lease shall be governed by the laws of the State of Florida, both as to interpretation and performance.

36. **TERMS INCLUSIVE.** As used herein, the term "LANDLORD" and "TENANT" shall include the plural, and the masculine shall include feminine and neuter whenever the context so requires or admits.

37. **TITLE.** The title or captions appearing at the beginning of each numbered paragraph in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, or affect the provisions hereof.

38. **LANDLORD NOT A PARTNER.** It is expressly understood that LANDLORD shall not be construed or held to be a partner or associate of TENANT in the conduct of the business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of LANDLORD and TENANT.

39. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

40. **SUBMISSION OF LEASE.** The submission of this Lease for examination does not constitute an option for the demised premises, and this Lease shall not become effective until fully executed by both parties. This Lease is subject to withdrawal or prior lease or sale, without notice, by LANDLORD.

41. **RECORDING.** TENANT shall not record this Lease or a memorandum thereof without the written consent of LANDLORD. Upon the request of LANDLORD, TENANT shall join in the execution of memorandum of this Lease for the purpose of recordation. Said memorandum of this Lease shall describe the parties, the demised premises, and the Lease term, and shall incorporate this Lease by reference.

Initial

42. TIME. It is understood and agreed between the parties hereto that time is of the essence in the performance of all the terms and provisions of this Lease.

43. SPECIAL PROVISIONS. The parties hereby covenant and agree that the special provisions, if any, set forth in Rental Agreement, attached hereto and initialed by both LANDLORD and TENANT, are hereby incorporated herein and made a part hereof.

44. ENTIRE AGREEMENT. This Lease sets forth all the promises, agreements, conditions and understandings between LANDLORD and TENANT concerning the leased premises, and there are no other promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Lease. No alteration, amendment, change or addition to this Lease shall be binding on LANDLORD or TENANT unless reduced to writing and signed by them, and by direct reference made a part hereof. No surrender of the demised premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing.

45. FINANCIAL INFORMATION. TENANT shall provide LANDLORD such financial statements or other financial information as is provided to its shareholders, if applicable, or such other financial statements as may be required by LANDLORD. TENANT shall provide such further financial information as LANDLORD may reasonably require.

46. OCCUPATIONAL LICENSE. At TENANT's sole expense, a current and valid Occupational License shall be obtained and displayed in TENANT's suite from the inception of this lease through the expiration of lease. LANDLORD shall require annual review of such Occupational License to assure TENANT is in compliance of City Ordinances which require such license. If at any time during the term of this lease, TENANT is or becomes in default of the City of Tallahassee or Leon County license requirement(s), by allowing such licenses to expire or is otherwise out of compliance, TENANT agrees to pay any and all fine(s) which may be levied on LANDLORD by such taxing authorities, and legal fees and court costs required by LANDLORD to defend itself against such taxing authorities, should violation(s) be brought against TENANT. Failure to maintain a valid, current occupational license shall, in addition, constitute DEFAULT under Section 21 of this lease.

47. HOLDING OVER. If Tenant holds over after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for the Premises one hundred fifty percent (150%) of the amount of Monthly Base Rental then payable for the entire holdover period calculated and prorated on a daily basis. No holding over by Tenant after the Term shall be construed to extend the term of this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease, and for all other losses, costs, and expenses, including reasonable attorneys' fees, incurred by reason of such holding over. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

SALE

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

PREPARED BY:

BAKER OFFICE SUITES, LLC
1334 TIMBERLANE ROAD
TALLAHASSEE, FLORIDA 32312
(850) 545-5023

LANDLORD:

BAKER OFFICE SUITES, LLC

TENANT:

TENANT

SAMPLE

Initial

RENT AGREEMENT

1. RENT SCHEDULE:

DATE DUE	MONTHLY RENT	SALES TAX*	TOTAL PAYMENT
1st	450.00	33.75	483.75

Late charges apply After the 7th)

security deposit: \$400 on file

* SALES TAX IS CURRENTLY 7.5% BUT IS SUBJECT TO CHANGE.

DATE INITIALS (LANDLORD)

DATE INITIALS (TENANT)