

RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT ("Lease"), entered into this 26th day of October 2018, between Riviera Dunes Marina Condominium Association, Inc., a Florida not for profit corporation, whose address is 102 Riviera Dunes Way, Palmetto, FL 34221 (hereinafter referred to as "Lessor" or "Landlord"), and EIR Dockside, LLC, a Florida limited liability company, whose address is 3816 Spruce Pine Drive, Valrico, FL 33596 (hereinafter referred to as "Lessee" or "Tenant").

WITNESSETH:

WHEREAS, Lessor is the owner of the real property as described in **Exhibit "A"** (hereinafter referred to as the "Property"); and

WHEREAS, Lessee wishes to lease from Lessor that certain commercial space within the Property described in **Exhibit "B"** attached hereto and incorporated by reference herein, located at 102 Riviera Dunes Way and consisting of approximately Five Thousand Five Hundred and Fifty-Two Square Feet (5,552 sqft) more or less (hereinafter referred to as the "Premises"), together with all kitchen and bar equipment and fixtures currently located therein and;

WHEREAS, Lessor wishes to lease the Premises to Lessee in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the exchange of mutual promises (including the promises set forth in the above-referenced recitals) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the Premises. The Premises does not include any space above the interior surface of any ceiling nor any part of the roof, exterior walls of the buildings in which the Premises are located. In addition to the right to occupy the Premises, Tenant shall have the right to (a) use the exterior patio adjacent to the Premises for outdoor seating (+/- 100 seats), subject to any state, local or governing association restrictions, laws or ordinances; (b) Non-exclusive use of the southernmost open aired parking lot (the "South Lot").

2. **LEASE TERM/COMMENCEMENT DATE.** The Commencement Date shall be November 1, 2018. The Lease Term, as hereinafter defined, shall be for a term of Five (5) years, which term shall begin upon the Commencement Date and expire on the date Five (5) years thereafter (the "Lease Term"). The phrase "Lease Term" shall include the lease term of Five (5) years, plus the renewal term or terms, if any, as may be exercised by Lessee pursuant to Section 7. Lessor and Lessee acknowledge that certain obligations under various provisions of this Lease commence prior to the Lease Term date, and agree that this is a binding enforceable agreement as of the date Lessor and Lessee execute this Lease.

3. **CONDITION, INSPECTION AND ACCEPTANCE OF PREMISES.** On the Commencement Date, Lessee shall accept the Premises, including any improvements, fixtures, and equipment thereon, in their then existing condition as of the Lessor Work Completion Date, provided that the building in which the Premises are a part meets all local and national codes and that the mechanical, HVAC, electrical, and plumbing systems are in good working order at the time of delivery ("Limited Warranty of Lessor"). No representation, statement, or warranty, express or implied, other than the Limited Warranty of Lessor, has been made by or on behalf of Lessor as to such condition, or as to the use that may be made of the Premises. Lessor shall not be responsible for any patent, latent or other defects or changes of condition in the Premises, the building of which the Premises are a part, the Property or any improvements or personality therein, and the rent and other sums payable hereunder shall not be withheld or diminished, nor shall Lessee assert the existence of any actual or constructive eviction on account of

any changes or defects nor for any damages thereto or arising by reason thereof. The taking of possession of the Premises by Lessee shall be conclusive evidence that Lessee accepts the same "as is" and "where is" and that the Premises are in good condition at the time possession is taken by Lessee.

4. **QUIET ENJOYMENT/PERMITTED USE.** Subject to: (a) Lessee observing and obeying all applicable laws, ordinances, rules and regulations concerning the Premises and Common Areas; (b) Lessee performing all of the covenants, conditions and provisions required of Lessee herein, including reasonable rules and regulations as may from time to time be imposed by Lessor; and (c) to the reservations and conditions of any mortgages, liens, easements, restrictions or ordinances which may at any time effect and/or encumber the Premises and/or the Property, Lessee shall have quiet possession of the Premises during the Lease Term. Lessee shall use and occupy the Premises solely as a restaurant, offering food, wine and spirits, and live entertainment ("Permitted Use"), provided any such use of the Premises or outdoor areas shall be in full compliance with all local laws, rules and regulations. Lessee may have live music performances as allowed pursuant to Lessee's entertainment license, provided any such live music performance be in full compliance with local laws, rules and regulations. Outdoor music performances shall not extend past 10:00pm with the exception of July 4th, December 31st and such other dates as approved by Lessor, Lessor's approval being subject to compliance with all city ordinances and bylaws of Riviera Dunes Master Association. Lessee shall be permitted to have outdoor seating, provided any such outdoor seating shall be in full compliance with all local laws, rules and regulations. Lessee shall be responsible and required to pull any and all permits and comply with all local laws, rules and regulations for any and all special events. Lessee shall not use or occupy the Premises for any other purpose whatsoever without Lessor's prior written consent, in Lessor's sole discretion. Lessee shall not interfere with nor conduct any activity which may injure Residents within the adjacent properties nor use or occupy the Premises in violation of any law, ordinance, rule, regulation, or directive. In addition, Lessee shall keep the Premises and interior portions of windows, doors, and other plate glass fixtures in a neat, clean, sanitary and safe condition.

5. **RENT.**

(a) **Rent Commencement Date.** No rental payments including CAM shall be collected until February 1, 2019, the "Rent Commencement Date".

(b) **Base Rent.** Lessee shall pay to Lessor without notice, demand, deduction or set off whatsoever, in lawful United States currency, annual base rent in the amount of Twenty-Four Dollars (\$24.00), multiplied by the square footage of the Premises, which initial amount shall be One Hundred Thirty-Three Thousand, Two Hundred Forty-Eight Dollars (\$133,248.00) per annum, together with all sales, use and other taxes assessed thereon ("Base Rent"). Said Base Rent and taxes shall be paid in equal monthly installments, beginning on the Rent Commencement Date and continuing on the first day of each and every calendar month thereafter during the Lease Term. Commencing with the first day of the first calendar month immediately following the first anniversary of the Commencement Date, and upon each subsequent anniversary of that date during the Lease Term. Base Rent is in addition to Common Area Maintenance charges and other charges described herein.

- a. **Late Charge.** In the event that any payment of Base Rent or any other payment required by Lessee hereunder is not paid by the fifth (5th) day of each month, Lessee is hereby in default of this Lease. Lessee agrees to pay to Lessor a late charge equal to three percent (3%) of the unpaid amount or \$100.00 per day payment is late, whichever is greater, to defray Lessor's administrative charges with respect to such late payment. In lieu of or in addition to the foregoing, Landlord may in Landlord's sole discretion, exercise its remedies as set forth in Section 21 below after giving three (3) days' notice to cure.
- b. **Bad Checks.** Should a check from Lessee be dishonored or returned by the bank for any reason, Lessor shall be entitled to apply, in addition to the above assessments, a service charge of one hundred dollars (\$100.00) for each such occurrence.

(c) Common Area Maintenance ("CAM"). Lessee shall pay to Lessor as Additional Rent, on the same day of each calendar month of the Lease Term as Base Rent, an amount estimated by Lessor to be Lessee's proportionate share of the costs total associated with the Property for the prior month ("Common Area Maintenance charges") and all sales and other taxes thereon. Such charges include, without limitation, all sums expended in connection with the operation, maintenance, management, protection and repair of the property including, without limitation: the costs of ad valorem and other taxes upon the Property; assessments relative to the Property, Property insurance; general maintenance, repair, and cleaning costs for the Property, including any parking areas; operation, maintenance, repair and/or replacement of signs, landscaping, lighting, utility systems (to the extent not separately metered), storm drainage systems; the cost of all lighting water sewer, gas, electricity, fuel, heat, power and other utilities for the property to the extent any such items are not separately metered or otherwise paid for by Lessee hereunder; the costs of trash removal; taxes, assessments, and taxing districts imposed upon or against the Property and/or Lessor; adequate public liability, property damage, plate glass, and fire and extended coverage insurance for the Property and/or Common Areas and any other insurance of reasonable amounts now or hereafter carried by Lessor with respect to the Property and/or Common Areas; and reserves for the purpose of paying future Common Area Maintenance charges. Lessee's above-referenced proportionate share of such charges shall be a fraction: (a) the numerator of 5,552 which is the gross number of square feet of floor space leased to Lessee hereunder; and (b) the denominator of 7,117 which is the gross number of square feet of space within the Building.

Lessor may adjust the estimated monthly Common Area Maintenance charge at the end of any calendar year on the basis of Lessor's reasonably anticipated costs. Within thirty (30) days following the end of each calendar year, Lessor shall furnish to Lessee a statement covering the calendar year showing the total of the Common Area Maintenance costs, the amount of Lessee's share thereof, and the Common Area Maintenance charges paid by Lessee with respect to such period. If Lessee's share exceeds the payments so made by Lessee, Lessee shall pay to Lessor the deficiency within ten (10) days after receipt of such statement. If said payments (exclusive of the above referenced management/administration fee) exceed Lessee's share, such excess shall be credited against the next sums becoming due from Lessee hereunder.

The current itemization of Common Maintenance costs is attached to this Lease as **Exhibit "C"**. By December 31st of each calendar year, Lessor shall provide to Lessee a new itemization of Common Maintenance costs for the next year such proportionate payment of Lessee being due beginning January 1st.

(d) Gross Sales. In addition to Base Rent and CAM, Lessee shall pay to Lessor as Additional Rent, Three Percent (3%) of Gross Sales (as hereafter defined) over Two Million Six Hundred Thousand Dollars (\$2,600,000.00) (the "Breakpoint"). Gross Sales shall be calculated as gross revenue from all restaurant operations including but not limited to the sale of food, beverages, merchandise, on or off-site catering and special events, less sales tax and tips. Once Gross Sales exceed the Breakpoint, Three Percent (3%) of Gross Sales shall be payable each month based on Gross Sales from the immediately preceding month, as Additional Rent. Additional Rent for the month preceding the anniversary of the Rent Commencement Date shall be paid on the anniversary of the Rent Commencement Date. On this same date, the Gross Sales calculation shall reset.

6. **FINANCIAL RECORDS**. Lessee shall provide to Lessor without demand: sales tax returns as filed on a monthly basis. Profit and loss report and balance sheets shall be reviewed and discussed by a board member or agent of Lessor and an agent of Lessee at a time to be determined by the parties on a quarterly basis, as requested. Annual financial statements as prepared by Lessee's CPA shall be reviewed and discussed by a board member or agent of Lessor and an agent of Lessee at a time to be determined by the parties. Lessor or Lessor's agent has the right to verify the 3% override "breakpoint" on sales by auditing on an annual year-end basis all relevant information such as sales tax returns, cash receipt journals, sales records and other available records of Lessee.

7. **RENEWAL TERMS**. If Lessee is not in default at the end of the initial Lease Term, and has not been in default of this Lease during the Lease Term, Lessee shall have the right to extend the Term of the Lease for two (2) additional terms of five (5) years (each, a "Renewal Term"). The Base Rent amount shall increase in each

Renewal Term by a rate of the percentage change in CPI compounded annually over each year in the Lease Term or Renewal Term (i.e. by calculating the annualized Base Rent multiplied by that years percentage change in CPI and adding this total to the previous years annualized Base Rent amount for each subsequent year in the Lease Term or Renewal Term). See chart below for illustration utilizing percentage change in CPI over years 2013-2017:

	Annual Rent Calculation	Percentage Change in CPI	Rent Added on Based on Individual Year
Year 1 – 2013	\$133,248.00	1.5%	\$1,998.72
Year 2 – 2014	\$135,246.72	1.6%	\$2,163.95
Year 3 – 2015	\$137,410.67	0.1%	\$137.41
Year 4 – 2016	\$137,548.08	1.3%	\$1,788.13
Year 5 – 2017	\$139,336.21	1.8%	\$2,508.05

= **\$141,844.26** would be the new Annualized Base Rent for the Renewal Term Years 6-10.

Renewal is subject to the following terms and conditions:

(a) All terms and conditions of this Lease are to remain the same and in full force and effect.

(b) Lessee must notify Lessor in writing, by certified or registered mail or hand-delivery, at least One Hundred Twenty (120) calendar days prior to the end of the Lease Term (or each successive renewal as applicable), that it intends to renew for a new term. Lessee's failure to timely notify Lessor in the above manner automatically eliminates any option of the Lessee to exercise any option to renew or extend this Lease for a new renewal term.

8. **APPLICATION OF PAYMENTS FROM LESSEE.** Except as expressly set forth in Section 21(v) herein, Lessor shall apply payments from Lessee in the following order: First, toward any interest charges accrued against Lessee's account as permitted hereunder; Second, toward administrative fees, late fees, service charges or other legal expenses assessed against Lessee's account as permitted hereunder; Third, toward Lessor's reimbursable expenses, being those expenses incurred by Lessor on behalf of Lessee as permitted hereunder, and; Fourth, towards the payment of Base Rent, Common Area Maintenance charges and taxes.

9. **SIGNS AND STOREFRONTS.** Lessee shall be permitted to change the building signage to suit subject to compliance and strict accordance with all applicable laws, rules, regulations and ordinances, and also subject to Lessor's written consent which is subject to approval by the Riviera Dunes Marina Condominium Association and Rivera Dunes Master Association (the "Associations"). Lessee shall not place, erect or install awnings or canopies, whether temporary or permanent, nor allow to be erected or installed any printed displays, advertisements or window lettering, visible from outside the Premises: (a) except upon the prior written consent of Lessor; and (b) unless Lessee does so in strict accordance with all applicable laws, rules, regulations and ordinances. Any change to signage shall be at Lessee's cost.

10. **ALTERATION OF PREMISES AND IMPROVEMENTS.** Lessee shall not make any significant renovations, defined as renovations valued at ten thousand dollars (\$10,000.00) or more or renovations which require any permitting without Lessor's written approval which is subject to review of the Associations. Subject to the provisions set forth herein, any and all alterations, additions and improvements in or to the Premises shall be at the sole expense of Lessee, and shall become and remain a part of the Property and become the property of Lessor upon expiration or earlier termination of this Lease. The interest of Lessee in the Premises and the Property is not subject to liens for improvements or alterations made by Lessee. Lessee shall comply with the Mechanic's Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes. Lessee will not create, nor permit to be created, nor remain as a result of any action or work done or contracted for by Lessee, any lien, encumbrance or charge levied on account of any imposition, or any mechanic's, laborer's or materialman's lien which might be, or become a lien, encumbrance or charge upon the Premises. Any mechanic's, laborer's or materialman's lien shall be promptly discharged by Lessee in accordance with Florida law, or Lessee shall promptly

transfer such lien to a proper surety or cash bond as provided by Chapter 713, Florida Statutes, time being of the essence. The foregoing obligations of Lessee shall survive the Lease Term, and the failure of Lessee to comply with the foregoing shall be a material default hereunder.

11. **REPAIRS BY LESSEE.** Lessee will, at its sole cost and expense, keep and maintain the Premises and every part thereof as well as all interior doors, hardware, signage and storefront in good order and repair throughout the Lease Term. Lessee will be responsible for all maintenance and repair of all kitchen and bar equipment and fixtures included in the Lease and acknowledges that all are the property of the Lessor. In the event Lessee should assign this Lease under the herein referenced terms, the kitchen and bar equipment and fixtures of Lessor can be transferred in the said assignment while still remaining the property of Lessor. Lessor shall cover general maintenance of water, plumbing, sewer, electrical and utility systems, while Lessee shall be liable for any damage to such systems that result from the negligence or misconduct of Lessee or Lessee's officers, directors, principals, agents, employees, patrons, customers or visitors. Such damage shall be promptly reported to Lessor, and shall be promptly repaired by Lessee at its sole cost and expense to the satisfaction of Lessor. Lessor may make such repairs, or perform such maintenance, which are not promptly made by Lessee and charge Lessee for the cost thereof, and Lessee hereby agrees to pay such amounts on demand as Additional Rent. Lessee shall return the Premises to Lessor at the expiration or termination of this Lease in the same good condition and repair as when first received following the completion of all improvements contemplated herein, ordinary wear and tear excepted.

12. **RUBBISH REMOVAL.** Lessee shall keep the Premises clean, both inside and outside. Lessee is responsible for all rubbish removal for their operations.

13. **UTILITIES.** Lessee shall maintain and pay the cost of water and sewer, gas, electricity, fuel, light, heat, power, telephone, cable and any and all other utilities furnished to the Premises, whether such utility costs are determined by separate metering or are billed by Lessor as Additional Rent. Lessee will be billed as additional rent for metered water and sewer based on the monthly meter reading for the building, not to exceed one thousand two hundred dollars (\$1,200.00) per month. Notwithstanding the foregoing, Lessor shall, at its sole expense and in providing the Premises to Lessee, provide adequate main water, sewer line and electrical hook-ups as will be adequate for the reasonably permitted use of the Premises as set forth in Section 4 of this Lease.

14. **LIABILITY AND OTHER INSURANCE.**

(a) **Lessee's Insurance.** Lessee shall carry at its own expense Comprehensive General Public Liability (to include Bodily Injury) and Property Damage insurance with combined single limits of not less than \$1,000,000.00 with insurance companies authorized to do business in Florida and satisfactory to Lessor (an insurance company with *Best's Key Rating Guide: Property - Casualty* of not less than "A" shall be deemed satisfactory to Lessor), insuring Lessor (as an additional named insured) and Lessee against any liability arising out of Lessee's construction, use, occupancy and maintenance of the Premises, including loss of income and rent provided for in this Lease, with a deductible not to exceed \$5000.00. In addition, throughout the Lease Term, Lessee shall maintain a Liquor Liability Insurance policy with combined single limits of not less than \$1,000,000.00 as well as maintain any Workmen's Compensation coverage in full force and effect required under Florida law. The above required insurance policies shall contain provisions prohibiting the modification or cancellation of insurance without at least thirty (30) days prior written notice to Lessor. Lessee shall deliver said policies or certificates thereof to Lessor before Lessee's occupancy of the Premises, and thereafter, renewal policies or certificates shall be delivered to Lessor not less than thirty (30) days prior to expiration. The limit of any such insurance shall not limit the liability of Lessee hereunder. The failure of Lessee to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Lessor, shall be a material Default under this Lease. Lessee shall be solely responsible for securing and maintaining any insurance on Lessee's stock, trade fixtures, inventory, equipment and all other personal property of any nature located in the Premises, and Lessor shall not have any obligation to repair or replace, nor in any way be liable for, the same.

(b) **Lessor's Insurance.** Lessee shall not stock, use or sell any article or do anything in or about the Premises, Common Areas or the Property which may be prohibited by Lessor's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums relative the Premises, Common Areas and/or Property. In the event Lessee violates the provisions of this subsection, Lessee shall indemnify and hold Lessor harmless and shall, on demand, pay Lessor the increased cost of such insurance as Additional Rent.

15. **EXCULPATION.** Lessor, its officers, directors, partners, employees, principals and agents, shall not be liable for injury to Lessee's business or any loss of income therefrom or from damage to Lessee's merchandise, inventory, equipment or any other property of Lessee, or Lessee's officers, directors, employees, invitees, customers, patrons or any other persons in or about the Premises from any cause whatsoever, whether said damage or injury results from conditions arising upon the Premises, Common Areas and/or Property (specifically including water, sewer, soil, pipes or other leakage), or from other sources or places, and regardless of the cause of such damage or injury, except where such injury or damage is a direct result of Lessor's gross negligence. To the extent Lessor has any liability to Lessee arising out of this Lease or Lessee's occupation of the Premises, the extent of Lessor's liability shall be limited to Lessor's interest in the Premises, it being intended hereby that Lessee may look solely to Lessor's interest in the Premises to satisfy any amount due Lessee arising out of this Lease. All property of Lessee kept or stored on the Premises shall be so kept or stored at the sole risk of Lessee and Lessee shall hold Lessor harmless from any claims arising out of damage to the same. Lessor shall not be liable for any damages arising from any criminal act or any act or neglect of any other lessee of the Property or any third party.

16. **INDEMNIFICATION.** Lessee shall defend, indemnify and hold Lessor, its members, employees, principals and agents harmless against and from any and all claims, expenses or other liabilities of any nature arising from Lessee's use of the Premises, Property and/or Common Areas, or from the conduct of its business, or from any activity or work done, permitted or suffered in or about the Premises, Property, and/or Common Areas, and Lessee shall further indemnify and hold said parties harmless against and from any and all claims arising from any Default in the performance of the Lease by Lessee or from any act of Lessee, its officers, agents, employees, guests, customers or invitees. If any action or proceeding is brought against Lessor by reason of such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee shall assume all risk of damage to property or injury to persons in, upon or about the Premises. Lessee shall also give prompt notice to Lessor in case of casualty or accidents in or about the Premises.

17. **DAMAGE OR DESTRUCTION.** If the Premises and/or the Property shall be damaged or destroyed by fire, the elements, unavoidable accidents, or other casualty not due to the fault or neglect of Lessee, or its employees, contractors, officers, directors, agents, customers or invitees, whereby the Premises are rendered substantially or wholly untenantable, Lessor may, at its option, cause such damage to be properly repaired, and the Base Rent meanwhile shall be abated during such repairs, or Lessor may terminate this Lease. If within one hundred eighty (180) days of the occurrence the repairs to the premises have not been completed allowing the premises to be ready for occupation, with a Certificate of Occupancy issued, Lessee may give notice within ninety (90) days following the one hundred eighty (180) day period of its intention to have the lease remain in full force and effect. If Lessee does not give notice within the ninety (90) day period, the Lease will be considered cancelled as to both parties. If Lessee elects to continue the Lease after the ninety (90) day period, the rent and all other payments due under the lease shall begin as of the date of the notice.

18. **CONDEMNATION.** If the Premises, Common Areas and/or Property, or any part thereof, shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, and such acquisition or taking renders at least a portion of the Premises unsuitable for the use described in Section 4 hereof, Lessor and Lessee shall each have the right to terminate this Lease by written notice given to the other within sixty (60) days after the date of title vesting in such proceeding. In the event of such termination, all rents and other sums payable hereunder shall be paid by Lessee up to the date of termination and Lessor shall make an equitable refund of any rents and other sums paid by Lessee in advance and not yet earned. All damages or compensation awarded or paid for any such taking, whether for the whole or a part the Premises, Common Areas and/or Property shall belong to and be the property of Lessor without any participation by Lessee whether such damages or compensation shall be

awarded or paid for diminution in value of the fee or any interest of Lessor in any ground or underlying lease of the Premises, Common Areas and/or Property or the leasehold estate create hereby, and Lessee expressly waives and relinquishes all claims to such awards and compensation or any part thereof and of the right to participate in any such condemnation proceedings against the owners of any interest in the Premises, Common Areas and Property, provided, however, nothing herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority, but not against Lessor, for the value of or damages to and/or the cost of removal of Lessee's fixtures and/or other personal property which under the terms of this Lease would remain Lessee's property upon the expiration of the Lease Term, as may be recoverable by Lessee, provided further that no such claims shall diminish or adversely affect Lessor's award. Each party hereto agrees to execute and deliver to the other all instruments as may be reasonable required to effectuate the provisions of this Section.

19. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign, sublet, mortgage, pledge, hypothecate or encumber this Lease, in whole or in part, or sublet all or any portion of the Premises without Lessor's prior written consent, which Lessor may withhold in its sole discretion which shall not be unreasonable based on the following conditions: Lessee shall not permit any licensee, concessionaire, or third party to use or otherwise operate the Premises (or any portion thereof), and shall at all times itself operate the Premises utilizing the name Riviera Dunes Dockside. Although Lessor is not obligated to give its consent to a subletting or assignment, Lessor shall be entitled to consider all factors which it deems relevant to any proposed consent to subletting or assignment, including, but not limited to the following: (a) the financial responsibility of the proposed sublessee or assignee; (b) the business reputation, experience and acumen of the proposed sublessee or assignee in the field of the permitted uses set forth in Section 4 herein; and (c) the need for alteration of the Premises. If such consent is obtained, any such subletting or assignment shall be subject to and conditioned upon the following: (a) at the time of any such proposed subletting or assignment Lessee shall not be in default under any of the terms, provisions, conditions, or provisions of this lease; (b) the sublessee or assignee shall occupy the Premises and conduct its business in accordance with the permitted uses set forth in Section 4 herein; (c) if the Base Rent, Additional Rent, or any other sums required to be paid by any such sublessee or assignee exceeds the Base Rent, or other sums required to be paid hereunder then Lessee shall pay to Lessor such monthly excesses, which shall be deemed to be Additional Rent; (d) Lessee and assignee or sublessee shall execute, acknowledge and deliver to Lessor a fully executed counterpart of a written assignment of lease or sublease, as the case may be, duly consented to by Lessee's guarantors, if any, by the terms of which: (i) in case of an assignment, Lessee will assign to such assignee Lessee's entire interest in this Lease together with all prepaid rents and rights to Security Deposit hereunder and the assignee will accept said assignment and assume and agree to perform, directly for the benefit of Lessor, all of the terms, covenants and conditions of this Lease on Lessee's part to be performed hereunder; or (ii) in case of a subletting, the sublease and the sublessee interest therein will in all respects be subject and subordinate all of the terms, covenants, and conditions of this lease and the sublessee thereunder will agree to be bound by and to perform all of the terms, covenants and conditions of this lease on Lessee's part to be performed hereunder, except the payment of Base Rent, Additional Rent and all other charges and sums payable hereunder, which Lessee shall continue to pay to Lessor; and (e) notwithstanding any such assignment or subletting under the terms of this Section, both Lessee and its guarantors, if any, will not be released or discharged from any liability whatsoever under this Lease and will continue to be fully liable thereon. This prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment of subletting by operation of law. Notwithstanding the foregoing, any permitted assignment or sublease hereunder shall not relieve Lessee from its obligations and responsibilities hereunder, nor will the acceptance of rent from any purported assignee who or which was not approved by Lessor pursuant to the terms hereof constitute an agreement to permit, or an implicit or explicit ratification of any such assignment, it being intended hereby that the acceptance of rent from any third party for any period of time (no matter how long) shall be for and on account of the rent due from Lessee hereunder, and Lessor reserves all rights and remedies reserved unto it hereunder arising out of any attempted assignment hereof.

20. **DEFAULT.**

(a) Immediate Default-Bankruptcy, Receivership, Insolvency. Any of the following acts by Lessee shall constitute an immediate default, without the necessity of Lessor giving notice to Lessee:

(i) if Lessee or any guarantor shall file for or commit an act of bankruptcy, receivership, insolvency, reorganizations, dissolution, liquidation, or if other similar proceedings shall be instituted by Lessee for all or any part of its property under the Federal Bankruptcy Act or other law of the United States or of any state or other competent jurisdiction; or

(ii) if any act of bankruptcy, receivership, insolvency, reorganizations, dissolution, liquidation or if other similar proceedings shall be instituted against Lessee or any guarantor for all or any part of Lessee's or guarantors property under the Federal Bankruptcy Act or any law of the United States or of any state or other competent jurisdiction, and Lessee or any guarantor shall either consent thereto or fail to cause the same to be discharged within thirty (30) days; or

(iii) if Lessee discontinues business, or otherwise abandons the Premises for a continuous period of ten (10) days with exceptions for remodeling or adverse weather.

(b) Monetary Default. If Lessee shall fail to pay all Base Rent, Additional Rent, taxes and Common Area Maintenance on the date due under this Lease, then Lessee shall be in immediate default hereunder without notice and Lessor shall have those remedies set forth in Section 21 below.

(c) Non-Monetary Defaults. If Lessee fails to perform any of the other covenants, duties, agreements, undertakings or terms of this Lease, Lessor shall have the option, in its sole discretion, to give Lessee up to ten (10) days written notice to cure the same. If Lessor gives such notice, and Lessee does not comply at the expiration of such notice, Lessor shall have those remedies set forth in Section 21 below. Lessor may also choose to exercise its remedies immediately without notice upon receipt of reasonable proof indicating Lessee's failure to perform.

21. LESSOR'S DEFAULT REMEDIES.

(a) If Lessee is in default hereunder Lessor may do one or more of the following at its sole option without prior notice and opportunity to cure, and without limiting any other right or remedy to which Lessor may be entitled:

(i) charging to Lessee, as Additional Rent hereunder, the amount of any default in payment, together with expenses and costs incurred by Lessor, plus interest at the highest rate allowed by Florida law, which total sum shall be due and payable by Lessee upon the next Base Rent payment date.

(ii) cancel and terminate the Lease, as well as all of the right, title, possession and interest of Lessee hereunder. In the event of such termination, Lessee shall immediately relinquish possession of the Premises to Lessor. Notwithstanding Lessor's termination of the Lease hereunder, Lessee's liability under the Lease will continue until the end of the Lease Term;

(iii) continue to hold Lessee liable for all rent and any other monies due Lessor under the Lease, without taking possession of the Premises, in which event Lessor has the option to periodically sue Lessee for past rent and other charges due without waiving any right to sue for future rent and other charges;

(iv) accelerate all rent, including Base Rent and Additional Rent and any other monies due Lessor under the Lease for the balance of the Lease Term whereupon such accelerated sums shall become immediately due and payable;

(v) re-enter and repossess the Premises with Lessee remaining liable to Lessor for all sums and charges as provided herein. Lessor, at its sole option, may relet the Premises on any terms, for any period of time and at any rental as Lessor in its reasonable discretion may deem appropriate. Lessee hereby irrevocably

constitutes and appoints Lessor as its special attorney in fact, coupled with an interest, for purposes of reletting the Premises pursuant to the immediately preceding sentence. In the event that Lessor shall elect to so relet the Premises on behalf of Lessee, then rentals received by Lessor from such reletting shall applied:

a. First, to reimburse Lessor for the costs and expenses of such reletting (including, without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new lessees, real estate commissions paid, legal fees and, if Lessor shall maintain and operate the Premises, the costs thereof) and necessary, reasonable alterations.

b. Second, to the payment of any indebtedness of Lessee to Lessor other than Base Rent, Common Area Maintenance charges and other sums due and unpaid hereunder.

c. Third, to the payment of Base Rent, Common Area Maintenance charges and other sums due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of other or future obligations of Lessee to Lessor as the same may become due and payable.

d. Should the rentals received from such re-letting, when applied in the manner and order indicated above, at any time be less than the total amount owing from Lessee pursuant to this Lease, then Lessee shall pay such deficiency to Lessor, and if Lessee does not pay such deficiency within ten (10) days of its receipt of written notice, Lessor may bring an action against Lessee for recovery of such deficiency or pursue its other remedies hereunder in addition to any other remedies Lessor may have at law or in equity; and/or

(vi) pursue any action at law or equity available to Lessor.

(b) The Lessee expressly waives the service of any notice of intention to terminate this Lease or re-enter the Premises, and waives the service of any demand for payment of rent or for possession, and waives the service of any and every other notice or demand prescribed by any statute or other law, and agrees that the simple breach of any of the said covenants hereof, shall, of itself, without the service of any notice or demand whatever, constitute a forcible detainer by the Lessee of the Premises within the meaning of the statutes of the state in which the Premises are located. Lessee hereby expressly waives any and all rights of redemption, granted by or under any provisions of Law. No receipt of monies by the Lessor from the Lessee, after the termination in any way of this Lease or after giving of any notice, shall reinstate, continue or extend the term of this Lease, or affect any notice given to the Lessee prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment. Lessee agrees that in the event Lessor commences summary proceedings or litigation in connection with this Lease that Lessee shall not interpose any non-compulsory counterclaim in any such proceeding.

(c) Any and all rights and remedies which Lessor may have under this Lease and any rider hereto attached and made a part hereof and at law or in equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of such rights and remedies may be exercised at the same time. In the event of default by Lessee, Lessor shall have the option to terminate, without additional notice, any lease agreement between Lessor or any of its affiliates and Lessee.

22. **LESSOR'S LIEN.** Lessor shall have a valid and subsisting lien for the payment of all rents, charges and other sums to be paid by Lessee hereunder upon all of Lessee's goods, wares, equipment, signs, fixtures, furniture and other personal property now or at any time after the Commencement Date located in the Premises (hereinafter referred to the "Liened Property"). Lessee agrees and acknowledges that this Lease serves as a security agreement under Chapter 679, Florida Statutes, to impose a lien upon the Liened Property and to secure the payment of all rents, additional rents, and other sums to be paid by Lessee hereunder and Lessee agrees to execute, acknowledge and deliver to Lessor such financing statements and other instruments as Lessee may request in order to commemorate the foregoing within ten (10) days after Lessor's request therefore. Lessee hereby nominates and empowers Lessor as Lessee's attorney-in-fact coupled with an interest, irrevocably and with power

of substitution, to execute and file, to the extent permitted by law from time to time in effect, during the lease term, any financing statement thereto or any continuation statement which Lessor may deem necessary to perfect, protect, or enforce the foregoing provisions. Upon the occurrence of any default by Lessee as set forth herein, Lessor, may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, equipment, signs, fixtures, furniture, and other personal property of Lessee located in the Premises without liability for trespass or conversation and sell the same with or without notice at public or private sale at which Lessor may purchase and apply the proceeds thereof less any and all expenses connected with the taking possession and the sale of the lien property, as a credit against any sums due by Lessee to Lessor. Any surplus shall be paid to Lessee and Lessee agrees to pay any deficiency upon demand. Lessor, at its option, may foreclose said lien as provided by law. The liens granted herein to Lessor shall be in addition to any lien that may arise in favor of Lessor as otherwise provided by law.

23. **ANTICIPATORY BREACH.** In the event of a threatened or eminent breach by Lessee of any of the agreements, terms, covenants or conditions of this Lease, Lessor shall have the right to treat such threat as a default hereunder and shall, in addition to other rights available to Lessor as a result of Lessee's default hereunder, have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity.

24. **RIGHTS AND REMEDIES.** The various rights and remedies herein granted to Lessor may be exercised concurrently, and shall be cumulative and in addition to any others Lessor may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Lessor's right to exercise any other right or remedy. The failure or forbearance of Lessor to enforce any right or remedy in connection with any Default shall not be deemed a waiver of such Default, nor consent to a continuation thereof, nor a waiver of the same Default at any subsequent date. Any waiver of rights by Lessor must be in writing and shall apply only to that written waiver and shall not have general or prospective application.

25. **SURRENDER OF PREMISES.** At the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor broom clean and in as good a condition and repair as when received, ordinary wear and tear excepted. If not then in Default, Lessee shall, except as provided otherwise within this Lease, have the right at the end of this Lease to remove any readily moveable and non-affixed equipment, furniture, or other personal property placed in the Premises by Lessee, provided Lessee promptly repairs any damage to the Premises or the Property caused by such removal. Any and all fixtures, installed equipment and other property secured or affixed to the Property shall remain within the Premises and become the property of Lessor. Any liability of Lessee hereunder shall survive the expiration or termination of this Lease. If Lessee fails to remove any of such personal property belonging to it within seven (7) days of Lessor's notice to remove such property, or subsequent to a court order directing such removal, all such property shall be deemed abandoned by Lessee and shall become the property of Lessor. However, Lessee shall remain liable to Lessor for any costs and expenses associated with Lessor's transportation and removal of said personal property from the Premises.

26. **NOTICES.** Any notice required to be given hereunder, including copies thereof which are to be concurrently transmitted to such parties as Lessor or Lessee may designate from time to time, shall be in writing, and may be given by personal delivery or by United States certified mail, postage prepaid, return receipt requested.

Any notice required to be given to Lessor pursuant to this Lease shall be mailed to Lessor at:

**Rivera Dunes Marina Condominium Association, Inc.
c/o Robert Crowley, President
102 Riviera Dunes Way
Palmetto, FL 34221**

Any notice required to be given to Lessee pursuant to this Lease shall be mailed to Lessee at:

EIR, Dockside, LLC

c/o Stephen Bishop, CEO
3816 Spruce Pine Drive
Valrico, FL 33596

With copy to:

Ronald Fuller
130 North Creek Lane
Osprey, FL 34229

27. **RULES AND REGULATIONS.** Lessor reserves the right to promulgate, and Lessee hereby agrees to strictly comply with, such rules and regulations for the parking area, grounds, Common Areas, Premises and/or the Property. If promulgated, Lessor shall provide Lessee with a copy of the current rules and regulations, which Lessor may modify from time to time throughout the Lease Term.

28. **GUARANTY.** As a material inducement for Lessor to enter into this Lease, a Guaranty of Lessee's payments and performance pursuant to this Lease has been given to Lessor by Guarantor, which Guaranty is attached hereto as **Exhibit "D"** and specifically incorporated into this Lease by reference.

29. **FURTHER ASSURANCES.** In addition to those financial records listed in Section 6, Lessor may request additional records including but not limited to tax returns, from time to time, as may reasonably be required to evidence the fulfillment of the agreements herein contained.

30. **ATTORNEY'S FEES.** If any legal matter, dispute, action or proceeding exists or is commenced by Lessor or Lessee to enforce the other's obligations under this Lease, the non-prevailing party shall be liable for and shall pay the prevailing party for the expense of its reasonable attorney's fees and costs in such matter unless said dispute, action or proceeding is adjudicated, and then in such an event, the non-prevailing party shall be liable for and shall pay the expense of the prevailing party's reasonable attorney's fees and court costs. If Lessor hereto without fault is made a party to any litigation instituted by or against Lessee, Lessee shall indemnify and hold harmless Lessor, against all costs and expenses, including reasonable attorney's fees incurred in connection therewith.

31. **NONASSERTION OF COUNTERCLAIMS.** In the event Lessor commences any action or proceeding against Lessee relative to any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee created hereby, Lessee's use and occupancy of the Premises, or claim for injury, damage or loss, Lessee agrees not to interpose any noncompulsory counterclaim in any such proceeding.

32. **INTEREST ON PAST DUE OBLIGATIONS.** Any amount due from Lessee to Lessor hereunder which is not paid when due, shall bear interest at one and one-half percent (1½%) per month from the due date until paid. In the event the interest payable by Lessee hereunder exceeds the lawful limits allowed to be imposed under Florida law, said interest rates shall be the maximum rate allowable under Florida law payable in monthly installments.

33. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each of Lessee's covenants of this Lease, and the strict performance of each shall be a condition precedent to Lessee's rights to remain in possession of the Premises or to have this Lease continue in effect.

34. **HOLDOVER TENANCIES.** Should Lessee continue in occupancy of the Premises after expiration of this Lease, Lessee shall become a tenant from month to month upon each and all of the terms herein provided, and any such holding over shall not constitute a renewal or extension of this Lease. During any such holding over Lessee shall pay Base Rent in an amount which is double the amount which was payable by Lessee immediately prior to such holding over. Nothing herein shall be constructed to eliminate or diminish the termination of this Lease at the expiration of the Lease Term.

35. **AMERICANS WITH DISABILITIES ACT COMPLIANCE.** Lessee acknowledges that the Premises and the and/or the Property may constitute a place of public accommodation or a commercial facility under Title III of the Americans With Disabilities Act ("ADA") and that the ADA is applicable to owners and lessees of places of public accommodation and commercial facilities. Lessee further acknowledges that, pursuant to the ADA, any alteration to the Premises must comply with accessibility standards set forth in the rules promulgated by the United States Department of Justice, 28 CFR Section 36.101 et seq., as may subsequently be amended. In the event Lessee makes any alterations to the Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the United States Department of Justice, Lessee agrees to design and build such structural alterations so as to comply with the ADA and such accessibility standards. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action (including attorney fees and costs) which in any way arise from or relate to any alteration of the Premises by Lessee.

36. **PARTIAL INVALIDITY.** Any provision of this Lease which shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

37. **BROKERS.** Lessee and Lessor represent and warrant that they have not engaged any real estate broker or finder, and that no commissions or finder's fees are due in connection with this Lease other than to Ian Black Real Estate, which brokers shall be paid by Lessor. Lessor and Lessee shall each hold each other harmless from any claim of any broker or finder not referenced herein.

38. **WAIVER.** Lessor's approval of any act by Lessee requiring Lessor's consent shall not be deemed to render unnecessary the obtaining of Lessor's approval again of any subsequent act by Lessee that requires Lessor's approval. Lessor may, at its sole option, accept partial payments of Base Rent, Common Area Maintenance charges, Additional Rent or other charges hereunder without waiving any rights concerning the existence of any monetary or non-monetary Default under this Lease, which Default shall serve and continue unaffected by the receipt of any such partial payment. Lessor's failure to insist upon a strict performance of any of the agreements, terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that Lessor may have and shall not be deemed a waiver of any subsequent breach or default of any agreements, terms, covenants and conditions of this Lease.

39. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the liens of all present and future mortgages, assignment of rents, and encumbrances placed upon the Premises and/or the Property. No further instrument or act by Lessee shall be necessary to effectuate such subordination; however, Lessee shall execute and deliver, upon demand of Lessor or any such mortgagee, proposed mortgagee, or other person, all further instruments evidencing subordination of this Lease to the lien of such mortgage or other encumbrance. Lessee irrevocably appoints Lessor as its attorney-in-fact to execute and deliver all such instruments for and on behalf of Lessee.

40. **ESTOPPEL CERTIFICATE.** Lessee agrees to execute, acknowledge and deliver to Lessor, within ten (10) days after the request of Lessor at any time during the Lease Term, a statement in writing certifying:

(a) that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating such modifications;

(b) the dates to which Base Rent, if any, and other charges due to Lessor hereunder have been paid by Lessee;

(c) whether or not Lessor is in default in the performance of any of its obligations under this Lease, if any, and if so, the detailed nature of any such default;

- (d) the terms of this Lease; and
- (e) such other matters a Lessor may reasonably require.

41. **RIGHT OF ENTRY.** Lessor shall have the right to enter the Premises at all reasonable hours throughout the Lease Term for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Throughout the Lease Term for prospective purchasers, Lessee shall permit inspection of the Premises during all normal business hours. If, during such hours, admission to the Premises for showing the same to prospective purchasers or lessees, as applicable, cannot be obtained, Lessor may show the premises after hours, provided it gives at least twenty-four (24) hours advance notice to Lessee.

42. **ENTIRE AGREEMENT.** This Lease is the entire agreement between the parties hereto, and supersedes any and all prior agreements or understandings with respect to the subject matter hereof.

43. **AMENDMENTS AND MODIFICATIONS.** This Lease may not be amended, modified or otherwise revised unless done so in writing and signed by all parties hereto.

44. **GOVERNING LAW, JURISDICTION AND VENUE.** This Lease shall be construed, interpreted and governed by and in accordance with the laws of the State of Florida. Jurisdiction and venue for any judicial proceeding concerning this Lease shall lie in Sarasota County, Florida.

45. **WAIVER OF JURY TRIAL.** Lessor and Lessee waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease.

46. **INTERPRETATION.** This Lease shall not be interpreted more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by Counsel for one of the parties.

47. **RADON GAS.** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risk 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 the county public health unit. This notice is given pursuant to Section 404.056(8), Florida Statutes.

48. **HAZARDOUS SUBSTANCES.** The term "Hazardous Substances", as used in this Lease, shall include, without limitation: flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Lessee shall not cause nor permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises arising from Lessee's use or occupancy therein, including but not limited to, soil and ground water conditions, nor shall Lessee cause or permit the use, generation, release, manufacture, refinement, production, processing, storage or disposal of any Hazardous Substance without Lessor's prior written consent, which consent may be withdrawn, conditioned, or modified by Lessor in its sole and absolute discretion.

Lessee shall indemnify, defend and hold Lessor, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith including attorneys' and consultants' fees, arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances, at or from the Premises, or which arises at any time from Lessee's use or occupancy of the Premises, or from Lessee's failure to comply with

or satisfy government required action on the matter. Lessee's obligations and liabilities under this Section shall survive the expiration of this Lease.

50. NO RECORDING. Neither this Lease, nor a memorandum thereof shall be recorded in the Public Records without Lessor's prior written consent.

51. LIMITATION OF LIABILITY. The term "Lessor" as used in this Lease means only the owner for the time being of the building in which the Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Lessor shall be and hereby is entirely freed and relieved of all obligations of Lessor hereunder and it shall be deemed without further agreement between the parties and such Purchaser(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Lessor hereunder. It is specifically understood and agreed that there shall be no personal liability of Lessor in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Lessor of any of its obligations under this Lease, Lessee shall look solely to the equity of Lessor in the Premises for the satisfaction of Lessee's remedies.

54. MISCELLANEOUS. Notwithstanding anything contained in the Lease to the contrary:

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

Witnesses as to Lessee:





LESSEE: EIR DOCKSIDE, LLC

By: 
Printed Name: Stephen Bishop
As Its: CEO


Date: 10-31-2018

Witnesses as to Lessor:





LESSOR: RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC.

By: 
Printed Name: Robert Crowley
As Its: President

Date: Oct 31 2018

EXHIBIT "A"
THE PROPERTY

(MARINA PARCEL) COM AT THE SW COR OF TRACT "H" OF THE PLAT OF NORTHSORE AT RIVIERA DUNES PHASE 1-A PER PLAT REC IN PB 35 PG 19, AND RUN S FOR A DIST OF 98.69 FT; TH S 26 DEG 33 MIN 54 SEC E FOR A DIST OF 30.66 FT TO THE START OF A TANGENT CURVE TO THE RIGHT; TH ALONG THE ARC OF SD CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FT, A C/A OF 26 DEG 33 MIN 54 SEC, A CHORD OF 20.22 FT WHICH BEARS S 13 DEG 16 MIN 57 SEC E FOR A DIST OF 20.40 FT; TH S FOR A DIST OF 232.00 FT TO THE START OF A TANGENT CURVE TO THE RIGHT; TH ALONG THE ARC OF SD CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FT, A C/A OF 90 DEG 01 MIN 28 SEC A CHORD OF 234.81 FT WHICH BEARS S 45 DEG 00 MIN 44 SEC W FOR A DIST OF 260.82 FT; TH N 89 DEG 58 MIN 32 SEC W FOR A DIST OF 549.45 FT; TH S 00 DEG 13 MIN 04 SEC E FOR A DIST OF 279.75 FT FOR A POB; TH CONT S 00 DEG 13 MIN 04 SEC E FOR A DIST OF 175.00 FT; TH S 89 DEG 46 MIN 56 SEC W FOR A DIST OF 500.00 FT; TH N 00 DEG 13 MIN 04 SEC W FOR A DIST OF 175.00 FT; TH N 89 DEG 46 MIN 56 SEC E FOR A DIST OF 500.00 FT TO THE POB (1688/4384), TOGETHER WITH EASMT DESC IN OR 1677 PG 1381 AND AMENDED IN OR 1688 PG 4362, ALSO TOGETHER WITH EASMT DESC IN OR 1688 PG 4384, SUBJ TO INGRESS/EGRESS EASMENT DESC IN OR 1688 PG 4367 PI#25816.0050/9

AKA102 RIVIERA DUNES WAY, PALMETTO, FL 34221

EXHIBIT "B"
THE PREMISES

5552 SQUARE FEET OF THE OF THE PROPERTY RESERVED FOR USE AS A RESTAURANT (134 SEATS) AND ENTRANCE RESTROOMS. ENTRANCE RESTROOMS ARE AVAILABLE FOR USE BY MARINA PATRONS AND SLIP OWNERS EXCLUDING THE BROKER OFFICE, MAIN OFFICE, UPSTAIRS OFFICE, BATHROOMS/SHOWERS/FACP/LAUNDRY AREA AND COMMON AREA HALLWAY.

[INSERT DEPICTION OF PREMISES]

EXHIBIT "C"

COMMON AREA MAINTENANCE CHARGES AS OF LEASE COMMENCEMENT

a) Building Insurance/Building General Liability Premium:	\$6767.10
b) Flood Insurance Premium:	\$1821.00
c) Proposed Property Taxes:	\$33,123.00
d) Projected Landscaping/Groundskeeping:	\$12,000.00
e) Annual Fire Suppression System Maintenance:	\$250.00
f) Proposal to install separate water meeting in attic of bldg.:	\$1453.00
g) Annual Building Alarm Monitoring:	\$250.00

Lessee's pro-rata share of CAM shall be Seventy-Eight Percent (78%), the basis of this calculation being Lessee's lease space of Five Thousand Five Hundred and Fifty-Two Square Feet (5,552 sqft) as a percentage of the building's total square footage of Seven Thousand One Hundred and Seventeen Square Feet (7,117 sqft).

Common Area Maintenance charges subject to change under Lease Section 5(c).

EXHIBIT "D"

GUARANTY

This Guaranty ("Guaranty"), is entered into this 26th day of October 2018, between Riviera Dunes Marina Condominium Association, Inc. whose address is 102 Riviera Dunes Way, Palmetto, FL 34221 (hereinafter referred to as "Lessor"), and Ronald Fuller, whose address is 130 North Creek Lane, Osprey, FL 34229, ("Guarantor"), and is executed contemporaneously with the Commercial Lease ("Lease") between Lessor and EIR Dockside, LLC ("Lessee").

WITNESSETH

WHEREAS, Guarantor wishes for Lessor to enter into the above described Lease with Lessee; and,

WHEREAS, Lessor wishes to lease to Lessee the commercial space described in the Lease in accordance with the terms and conditions of the Lease and this Guaranty.

NOW THEREFORE, for and consideration of the sum of TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and as a material inducement for Lessor to enter into the Lease, Guarantor agrees as follows:

1. Guarantor hereby guaranties to Lessor, its successors and assigns, the due and punctual payment of all Base Rent, Additional Rent and Common Area Maintenance charges (as such terms are defined in the Lease) as well as all taxes and all other sums (including, but not limited to, attorney's fees and costs) to be paid by Lessee pursuant to the Lease. In addition, Guarantor guaranties to Lessor, its successors and assigns, the complete and timely performance of all of Lessee's obligations, covenants and agreements set forth in the Lease. Guarantor hereby expressly waives any entitlement to any notice of defaults by Lessee pursuant to the Lease.

2. This Guaranty shall be absolute, continuing and unlimited, and Lessor shall not be required to initiate any proceedings against Lessee, or give any notice to Guarantor before Lessor has the right to demand payment of performance by Guarantor upon default by Lessee pursuant to the Lease. Guarantor's liability hereunder shall in no way be impaired or affected by any future subletting of the Lease or the Premises (as such term is defined in the Lease).

3. Guarantor's liability hereunder shall not be deemed to be waived, released, discharged, impaired or affected by reason of any release or discharge of the Lessee in any bankruptcy proceedings initiated in accordance with applicable law.

4. This Guaranty shall not be amended, modified or otherwise revised unless done so in writing and signed by Guarantor and Lessor. In addition, this Guaranty shall not be interpreted more strictly against one party against the other by virtue of the fact that it may have been prepared by Counsel for one of the parties.

5. This Guaranty shall be construed in accordance with Florida law. The jurisdiction and venue for any judicial proceeding relative to this Guaranty shall be in the State of Florida, in Sarasota County, Florida.

[acknowledgement signatures on following page]

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals on the date set forth above.

Witnesses as to Guarantor:

GUARANTOR:

Peggy J. [Signature]

By: [Signature]
Printed Name: Ronald Fuller

Bert [Signature]

Date: 10/31/2018

Witnesses as to Lessor:

LESSOR: RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC.

Peggy J. [Signature]

By: [Signature]
Printed Name: Robert Crowley
Its: President

Bert [Signature]

Date: Oct 31 2018

EXHIBIT "D"

GUARANTY

This Guaranty ("Guaranty"), is entered into this 26th day of October 2018, between Riviera Dunes Marina Condominium Association, Inc. whose address is 102 Riviera Dunes Way, Palmetto, FL 34221 (hereinafter referred to as "Lessor"), and Stephen Bishop, whose address is 38 Spruce Pine Drive, Valrico, FL 33596, ("Guarantor"), and is executed contemporaneously with the Commercial Lease ("Lease") between Lessor and EIR Dockside, LLC ("Lessee").

WITNESSETH

WHEREAS, Guarantor wishes for Lessor to enter into the above described Lease with Lessee; and,

WHEREAS, Lessor wishes to lease to Lessee the commercial space described in the Lease in accordance with the terms and conditions of the Lease and this Guaranty.

NOW THEREFORE, for and consideration of the sum of TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and as a material inducement for Lessor to enter into the Lease, Guarantor agrees as follows:

1. Guarantor hereby guaranties to Lessor, its successors and assigns, the due and punctual payment of all Base Rent, Additional Rent and Common Area Maintenance charges (as such terms are defined in the Lease) as well as all taxes and all other sums (including, but not limited to, attorney's fees and costs) to be paid by Lessee pursuant to the Lease. In addition, Guarantor guaranties to Lessor, its successors and assigns, the complete and timely performance of all of Lessee's obligations, covenants and agreements set forth in the Lease. Guarantor hereby expressly waives any entitlement to any notice of defaults by Lessee pursuant to the Lease.

2. This Guaranty shall be absolute, continuing and unlimited, and Lessor shall not be required to initiate any proceedings against Lessee, or give any notice to Guarantor before Lessor has the right to demand payment of performance by Guarantor upon default by Lessee pursuant to the Lease. Guarantor's liability hereunder shall in no way be impaired or affected by any future subletting of the Lease or the Premises (as such term is defined in the Lease).

3. Guarantor's liability hereunder shall not be deemed to be waived, released, discharged, impaired or affected by reason of any release or discharge of the Lessee in any bankruptcy proceedings initiated in accordance with applicable law.

4. This Guaranty shall not be amended, modified or otherwise revised unless done so in writing and signed by Guarantor and Lessor. In addition, this Guaranty shall not be interpreted more strictly against one party against the other by virtue of the fact that it may have been prepared by Counsel for one of the parties.

5. This Guaranty shall be construed in accordance with Florida law. The jurisdiction and venue for any judicial proceeding relative to this Guaranty shall be in the State of Florida, in Sarasota County, Florida.

[acknowledgement signatures on following page]

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals on the date set forth above.

Witnesses as to Guarantor:

GUARANTOR:



By: 



Printed Name: Stephen Bishop



Date: 10-31-2018

Witnesses as to Lessor:

**LESSOR: RIVIERA DUNES MARINA CONDOMINIUM
ASSOCIATION, INC.**

By: 

Printed Name: Robert Crowley

Its: President