NON BINDING LETTER OF INTENT TO LEASE

Date: December 12, 2019

To: Sullivan Special Needs Family Trust

(Landlord) From:

Beyond Your Ordinary, Inc.

(Tenant) Re:

Letter

of Intent to Lease

Dear Georgia Department of Community Health,

This correspondence shall serve as a Non-binding Letter of Intent to lease the property located at

97 Atlanta St. McDonough, GA 30253

Proposed Terms and Conditions:

_____ agree to hold property pending acceptance of application to provide MAT Services.

Permits:

Lease Agreement is contingent upon Tenant obtaining all necessary permits to include occupancy, zoning, etc. necessary for operating Tenant's intended

business.

Tenant:

Mya Cullins/CEO

(Name/Title)

Beyond Your Ordinary, Inc.

(Company)

97 Atlanta St McDonough, Ga 30253

_(Address)

myacullins@gmail.com

(email address)

678-903-5197

(Work Phone)

336-268-6469

(Cell Phone)

Lease Agreement:

Lease Agreement shall be provided by the Landlord upon approval.

Rev. 3/2012

Non-Binding:

This Letter of Intent is completely non-binding and has no effect on either party whatsoever until a Lease Agreement has been fully executed by both Tenant and Lease Agreement has been fully executed by both Tenant and

Landlord.

Agency:

Landlord and Tenant acknowledge and accept that the undersigned,

Sullivan Special Needs Family Trust

is the Designated Listing Agent for

If the above terns and conditions are acceptable, please indicate the appropriate space provided and provide a formal Lease Agreement for Tenant's review within ten(10) days of the acceptance date of this Letter of Intent.

Given:

2 keys to building

1 key to dumpster

Sincerely,

Agreed to and Accepted:

TENENT:

LANDLORD:

Beyond Your Ordinary, Inc.

Signature

Sullivan Special Needs Family Trust

Signature

Cassandra Sullivan amendra Sullin 1 Trustee

Printed Name/Title.

Printed Name/Title

December 16,2019 DATE

page 3

<c>. "Lease Year", as used herein shall mean each and every 12 month period during the term of this lease. The first of APRIL and end the last day of MARCH PRIL

<d>. It is understood and agreed that Tenant's share at such Increased Operating Expenses shall, for the Purposes of the default provision hereof, be deemed as additional rental due from Tenant and shall entitle Landlord to all remedies provided herein and at law or equity on account of Tenant's failure to pay rent. It is further understood and agreed that Tenant's payments of increase Operating Expenses shall not be deemed payments of rental that term is construed relative



- (c). No later than the last day of Term, Tenant will remove all Tenant's personal property and repair all injury done by or in connection with installation or removal of said property and surrender Premises (together with all keys to Premises) in as good a condition as they were at the beginning of Term., reasonable wear and damage by fire, the elements or casualty excepted. All property of Tenant remaining on Premises after expiration of Term shall be deemed conclusively abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of removing the same, subject, however, to Landlord's right to require Tenant to remove any improvements or additions made to Premises by Tenant pursuant to preceding sub-paragraph (b).
- (d) In doing any work of any nature in, to, or about Premises, Tenant will use only contractors or workmen approved by Landlord, Tenant shall promptly remove any lien for material or labor claimed to be furnished to Premises on Tenant's or any subtenant's behalf.
- (e) In the performance of any acts required of or permitted Tenant under Paragraph 8 or any other provision of this Lease, Tenant shall obey and comply with all lawful requirements, rules, regulations and ordinances of all legally constituted authorities and existing at any time during the continuance of such performance, in any way affecting the Premises or the use of the Premises by Tenant. Such compliance shall include compliance by Tenant with requirements of the Occupational Safety and Health Act and all amendments thereto, as the same applies to the Tenants use of the Premises and should such act require any alteration or addition to the Premises, Tenant shall perform the same at its expense, with approval from the landlords for plans and specifications prepared in connection with such performance.



The second

8, 'Services-Water, Cleaning and Electricity.

Tenant shall be responsible for all utility and cleaning bills.

Tenant shall use a commercial cleaning service

Tenant shall pay to Landlord his apportion of water, sewerage, and trash pickup used.

Tenant shall pay to Landlord his apportion of outside security lights and advertising lights.

Tenant shall be responsible for his equipment water filters, which are to be changed 4 times a year or as required.

Tenant will pay to Landlord his apportion of city inspection of back flow water filter.

- 9. Destruction or Damage to Premises. If the Building in which Premises are located is totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, the Lease shall at the option of either party, by giving notice within thirty (30) days, terminate as of the date of such destruction or damage and rental shall be accounted for as between Landlord and Tenant as of that date. If Premises, but not the entire Building, are damaged or are rendered wholly untenantable by any such casualty, rental shall abate in proportion to the area of Premises which cannot be used or occupied by Tenant as a result of such casualty and Landlord shall restore Premises within 120 days of the date of such casualty unless prevented from doing so for reasons beyond Landlord's control in which event such restoration period shall be so extended. In no event shall rent abate if damage or destruction to Premises is the result of negligence of Tenant, its agents or employees.
- 10. Rules and Regulations. Tenant will observe and comply with the "Rules and Regulations' attached hereto and made a part hereof, and such further reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Building, and the comfort, quietness and convenience of other occupants of the Building.
- 1. Default Clause. If Tenant defaults for 3 days after written notice thereof in paying said rent; or if Tenant defaults for 30 days after written notice thereof in performing any other of Tenant's obligations hereunder, or if Tenant is adjudicated a bankrupt: or if a permanent receiver is appointed for Tenant's property, including Tenant's interest in Premises, and such receiver is not removed within 30 days after written notice from Landlord to Tenant to obtain such removal: or if whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred: or if Tenant makes an assignment for benefit of creditors: or if Premises or Tenant's effects or interest therein should be levied upon or attached under process against Tenant, not satisfied or dissolved within 30 days after written notice from Landlord to Tenant to obtain satisfaction thereof: then, and in any of said events, Landlord at its option may at once or within 6 months thereafter (but only during continuance of such default or condition) terminate this Lease by written notice to Tenant. After an authorized assignment or subletting, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by or happening to the assignee or subleases. Upon such termination by Landlord, Tenant will at once surrender possession of Premises to Landlord and remove all of Tenant's effects therefrom: and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty or trespass, forcible entry or detainer or other tort

OCS BE

- For any and all damages, cost, claims or liabilities of whatsoever nature sustained by Landlord or any party haiding by, through or under Landlord as a result of such default or failure.
- or origin attributable in any manner by the negligence of Tenant, Sub-Tenant, CO-Tenant, its agents, contractors, employees, invitees, or licensees or to the use and occupancy at the Premises, the Build or any portion thereof by Tenant, its agents, contractors, employees, licensees or invitees.
- (c). Tenant, Co-Tenant, or Sub-Tenant assumes full liability for any damage or injury to the Premises, to Tenant, to Co-Tenant, or Sub-Tenant's own property, to Tenant, Co-Tenant, or Sub-Tenant, their agents, contractors, employees, invitees or licensees arising from any use or condition of the Premises, the Building or any sidewalk or entry way serving the Building, and from any act or failur of any Co-Tenant or Sub-Tenant with relation thereto.
- (d). Tenant agrees that Landlord shall not be liable for any damages to Tenant of whatsoever nature resulting from or caused by the malfunction of any equipment or apparatus serving the Premises, the Building, or any portion thereof.
 - (e). Tenant agrees on behalf of Tenant and all holding by, through or under Tenant, that the only exception to Tenant's full assumption of and liability for any and all claims whatsoever their nature, cause or origin which may arise from the Premises, equipment and apparatus in which are the subject of this Lease shall be only those growing out of affirmati acts of negligence for which Landlord is proven solely responsible.
 - 19. Fire and Extended Insurance Coverage and waiver of Subrogation thereunder. Tenant shall carry fire and extended coverage insurance insuring its interest in Tenant's improvements in Premises and its interest in its office furniture, equipment and supplies, and Tenant hereby waives any rights of action against Landlord for loss or damage covered by such insurance and Tenant covenants and agrees with Landlord that it will obtain a waiver from the carrier of such insurance releasing subrogation rights as against Landlord. Landlord shall carry fire and extended coverage insurance insuring its interest-in Premises, and Landlord hereby waives any rights of action against Tenant for loss or damage covered by such insurance and Landlord covenants and agrees with Tenant that will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against Tenant.
 - 20. Remedies cumulative. The rights given to Landlord herein are in addition to by rights that may be given to Landlord by any statute or otherwise.
 - 21. Holding over. If Tenant remains in possession after expiration of Term hereof, with Landlord's acquiescence and without any distinct agreement between the parties, Tenant shall be Tenant at will and such Tenant shall be subject to all the provisions hereof except that the monthly portion of the Base Rental shall be doubled for the entire holdover period and there shall be no renewal of this Lease by operation of law. Nothing in this Paragraph shall be construed as a consent by Landlord to the possession of Premises by Tenant after the expiration of the Term other than as Tenant at will

- 27. SECURITY DEPOSIT. Tenant has this day deposited with Landlord the sum of\$_2,000.00 as Security for the performance by Tenant of all the terms, covenants and conditions of this Lease upon Tenant's part to be performed which sum shall be returned to Tenant after the expiration of the Term hereof, provided Tenant has fully performed hereunder. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant and if landlord does so, Tenant shall upon demand deposit with landlord the Amount so applied so that Landlord shall have the full deposit on hand at all times During the Term of this Lease. In the event of a sale of the Building of a Lease of the Building, subject to this Lease, Landlord shall have the right to transfer the security To the vendee or lessee, and Landlord shall thereupon be released from all liability for the return of such security and Tenant shall look to the new landlord solely for the return of said security and this provision shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this lease shall not be assigned or encumbered by Tenant without the written consent of landlord and any such assignment or encumbrance shall be void.
- 28. ATTORNEYS'S FEES AND HOMESTEAD. Any amounts payable hereunder by

 Tenant to landlord which are not paid on or before the date due shall bear interest

 At the rate of 10% per annum from said due date. If any rent owing under this Lease is

 Collected by or through an attorney at law, Tenant a(15%) or reasonable attorney's

 fees (whichever is greater). Tenant waivers all homestead rights and exemptions,

 which he may have under any law as against any obligation owing under this

 lease. Tenant hereby assigns to Landlord his and exemptions.

The parties "landlord", "Tenant", and "Agent" and pronouns relating thereto, as used Herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.



- b. Telephone outlet boxes and conduit in partitions.
- c. Extra plumbing fixtures in Tenant's space
- d. All cabinets, counters, shelving and fixtures for use in Tenant's space.
- e. All Tenant's special equipment and installation of same.
- f. Any special structural elements required specifically for installation.
- g. Security System
- h. personal mailbox
- I. Any fire extinguisher/upkeep required by law
- j. wi-fi, internet connection
- k. any expense required for connection of utilities.
- 36. Tenant agrees that all items required under paragraph 2 of these special stipulations shall be constructed by Sub-Contractors approved in writing by Landlord. Construction shall be in accordance with plans and specifications approved in writing by Landlord.+
- 37. A "late fee" for any monthly payment not paid by the 1st day of the month will be 5%.
- 38. Individual thermostatic control of heating and air conditioning system is located on Premises.

No radiant/space heaters allowed-only central gas heat.

- 39. This is a ground and building smoke-free environment.
- 40. Said Security Deposit shall be non-refundable if Tenant voids contract.

WITNESS our Hands and Seals this 13	day of April 20 20
1 TENANY	GUARANTOR
WITNESS	Carrier Julia LANDLORD TRUSTEE

Tenant will pay 1st month's vent for April 2020 by the end of this week, by April 18,2020.

the Landlord and Mya Cullins is working as the Designated Buyer's Agent for the Tenant. The parties agree that no other agents and/or brokers are involved in this transaction or entitled to any fees or commissions in connection with the transaction contemplated herein.

Each party shall keep confidential all of the provisions of this Letter of Intent and all information each party obtains regarding the other party. Landlord shall not offer subject property to any other prospective tenant during the term of this Letter of Intent. This Letter of Intent supersedes any and all previous negotiations between Landlord and Tenant, whether written or verbal.

If the above terms and conditions are acceptable, please indicate in the appropriate space provided and provide a formal Lease Agreement for Tenant's review within ten (10) days of the acceptance date of this Letter of Intent.

Sincerely,

Agreed to and Accepted:

TENANT(S): LANDLORD:

1 25 Aprila Camarela Sullwai 12/16/19

Trustee

Signature Date Signature Date

Cassandra Sullivan 12/16/19

Mya Cullins 12/16/19 Cass

Sullivan Special Needs Family Trust

Printed Name/Title

Printed Name/Title

Signature Date Signature Date
The intent to lease agreement ends
March 31, 20020.

If Mya Cullins doesn't choose to lease the property by the end of this 3 month agreement and chooses to leave, Mya Cullins, comes owner of Beyond Your Ordinary. Irc. is responsible for leaving the property how she found it can 12/16/19, when the intent to leave is signed.

During the 3.3 month period

of the intent to leave, Mya

Cultins | Beyond Your Ordinary. Inc

is responsible for paying for
Suite 100's pertion of the

Suite 100's pertion of the
water/sewage bill, the electric bill
water/sewage bill, the electric bill
water/sewage bill, the electric bill
of suite 100, the garbase dumpster (is
split between 4 tenuts) and can
turn on the gas in and pay the

gas hill-

2 keys to the Suite loo were given on Dec. 16, 2019.

Printed Name/Title Printed Name/Title

Mya Cullins is required to provide renter's insurance to cover any damages during the 3 month period.

Troof is to be given to Landlord by Pec. 18, 2019. Any charges or damages made to Suite 100 during the 3 month period by Mya Cullins and Beyond Your Ordinary, Inc. will be the responsibility of and to the paid for by Mya Cullins and Beyond Your Ordinary, Inc. Mya Cullins Beyond Your Ordinary, Inc. is paying be paid for by Mya Cullins and Beyond Your Ordinary, Inc. Mya Cullins Beyond Your Ordinary are to be paid above the \$2000.

The Security deposit is not to be used to make the \$2000.

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To: Sullivan Special Needs Family Trust

(Landlord) From:

Beyond Your Ordinary, Inc.

(Tenant) Re:

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Tenant:

Mya Cullins/CEO

(Name/Title)

Beyond Your Ordinary, Inc

(Company)

97 Atlanta St McDonough, Ga 30253

_(Address)

myacullins@gmail.com

(email address)

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Rev. 3/2012

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Given:

2 keys to building

1 key to dumpster

Sincerely,

Agreed to and Accepted:

TENENT:

LANDLORD:

Beyond Your Ordinary,Inc.

myaccullins

Signature

<u>Sullivan Special Needs Family Trust</u> Signature

Cassandra Sullivan Camundra Dullivai Mustee

Printed Name/Title.

Printed Name/Title

December 16,2019 DATE

ADDENDUM

LEASE AGREEMENT

STATE OF GEORGIA

COUNTY OF HENRY

THIS LEASE made the first day of <u>April 2023</u> between <u>Beyond Ordinary/Mya Speller Cullins</u> (herein called "Tenant") and Sullivan Special Needs Family Living Trust(herein called Landlord) having its principal office at 2237 McGarity Road, McDonough, Georgia 30252.

- 1. Premises and Terms. Landlord hereby leases to Tenant and Tenant hereby rents and leases from Landlord the following property located at <u>97 Atlanta Street</u>, <u>Suite 100 McDonough</u>, <u>Ga</u>., 30253 as described and in effect according to original contract <u>April 1 2020</u>.
- 2. All conditions are the same except for the Term.

 The Term to commence on the first day of April, 2023 and to end at 6;00 P.M. on the last day of March, 2024.

3. Base Rental \$27,600.00 per year, payable in monthly installments of \$2,300.00.

BEYOND ORDINARY
TENANT

GUARAN OR Signature & Date

3/25/2023

GUARANTOR Printed Name

Sullivan Special Needs Family Trust
LANDLORD

TRUSTEE Signature & Date

LEASE AGREEMENT

STATE OF GEORGIA COUNTY OF HENRY

THIS LEASE made this / g day of APRIL 2020 between Beyond ORDINARY Mye Species (herein called "Tenant") and Sullivan Special Needs Family Living Trust (herein called Landlord) having its principal office at 2237 McGarity Road, McDonough, Georgia 30252.

- 2. Rent and Adjustment for Operating Expenses.

<a>. Tenant shall pay to Sullivan Special Needs Family Living Trust, Landlord, at 2237 McGarity Road, McDonough, Georgia, 30252 or at such other place as Landlord designates in writing, without demand, deduction or set-off, rental at the rate of \$_24,000.00_per year hereinafter called, "Base Rental">, payable in monthly installments of \$_2,000.00 in advance, on the 1st day of each calendar month during Term. A pro rata monthly installment shall be due for the first and last month of the Term should the Term begin or end on other than the first or last day of the calendar month>.



. Commencing after the first 12 months of this ease and continuing through the remainder of the Term, Tenant shall pay to Landlord as additional rent a contribution toward increased operating expenses on the following basis. Landlord and Tenant agree that at the end of each and every Lease Year, as herein below defined, during the term of this lease, the monthly Base Rental stated herein shall be increased by 5%. This adjustment of Base Rental shall be made at the end of each and every Lease Year during the term of this lease in the manner provided herein and remain in effect until the next such annual adjustment is made.

<c>. "Lease Year", as used herein shall mean each and every 12 month period during the term of this lease. The first of APRIL and end the last day of MARCH.

<d>. It is understood and agreed that Tenant's share at such Increased Operating Expenses shall, for the Purposes of the default provision hereof, be deemed as additional rental due from Tenant and shall entitle Landlord to all remedies provided herein and at law or equity on account of Tenant's failure to pay rent. It is further understood and agreed that Tenant's payments of increase Operating Expenses shall not be deemed payments of rental that term is construed relative

to governmental wage and price controls or analogous governmental actions affecting the amount of rental which Landlord may charge Tenant.

Yearly annual adjustment for operating expenses other than real estate taxes will not exceed 5° of the sum of previous year's base rent and additional contribution toward increased operating expenses.

- 3. Delivery Possession to Tenant by Landlord.
 - (a) In the event this lease involves the construction of space for Tenant by Landlord, t commencement date shall be the date upon which improvements constituting t premises have been substantially completed in accordance with all plans a specifications therefore. Lessor shall notify Lessee of such completion not less th fourteen (14) days prior to the commencement date. The taking of possession Lessee shall conclusively establish that said improvements have been completed accordance with all plans and specifications and that the premises are in good a satisfactory condition at the time possession is taken.
- (b). If Landlord, for any reason whatsoever cannot deliver possession at Premises to Tenant at the commencement of the Term as above specified, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; but in that event, there shall be a proportionate reduction of rent covering the period between the commencement of the Term and the time when Landlord can deliver possession. Moreover, the Term of this Lease shall be proportionately extended for an additional period o time to the end that this Lease shall provide for a full Term as herein provided. However, if for any reason other than strikes or acts of God beyond the control of the Landlord, possession of Premises is not delivered to tenant within sixty (60) days of the beginning of Term as specified in Paragraph 1 hereof, then this Lease shall be voidable by either party giving written notice to the other and, in such event, any monies advanced by Tenant (including Agent) shall have no further obligation one to the other.
 - 4. Repairs by Tenant and Removal of Improvements and Alterations upon Termination.
- (a).. Tenant will, at Tenant's expense, take good care of Premises and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof: and Tenant shall at Tenant's expense, but under the direction of Landlord, promptly repair any injury or damage to Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on Premises by Tenant, or Tenant moving in or out of Premises.
 - (b). Tenant will not without Landlord's written consent, make any alterations, addition or improvements in or about Premises and will not do anything to or on the Premises whi will increase the rate of fire insurance on the Building or subject such insurance to being void or suspended. All alterations, additions or improvements (including, but not limited to carpets, drapes, and drape hardware) made or installed by Tenant to the Premises shall become the property of Landlord at the expiration of the Lease. Landlord reserves the rig to require Tenant to remove any improvements or additions made to the Premises by Tenant: Tenant further agrees to do so prior to the expiration of Term or within thirty (30) days after notice from Landlord, whichever shall be later, provided the Landlord gives sur notice no later than thirty (30) days after expiration of this Lease.

- (c). No later than the last day of Term, Tenant will remove all Tenant's personal property and repair all injury done by or in connection with installation or removal of said property and surrender Premises (together with all keys to Premises) in as good a condition as they were at the beginning of Term., reasonable wear and damage by fire, the elements or casualty excepted. All property of Tenant remaining on Premises after expiration of Term shall be deemed conclusively abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of removing the same, subject, however, to Landlord's right to require Tenant to remove any improvements or additions made to Premises by Tenant pursuant to preceding sub-paragraph (b).
- (d) In doing any work of any nature in, to, or about Premises, Tenant will use only contractors or workmen approved by Landlord, Tenant shall promptly remove any lien for material or labor claimed to be furnished to Premises on Tenant's or any subtenant's behalf.
- (e) In the performance of any acts required of or permitted Tenant under Paragraph 8 or any other provision of this Lease, Tenant shall obey and comply with all lawful requirements, rules, regulations and ordinances of all legally constituted authorities and existing at any time during the continuance of such performance, in any way affecting the Premises or the use of the Premises by Tenant. Such compliance shall include compliance by Tenant with requirements of the Occupational Safety and Health Act and all amendments thereto, as the same applies to the Tenants use of the Premises and should such act require any alteration or addition to the Premises, Tenant shall perform the same at its expense, with approval from the landlords for plans and specifications prepared in connection with such performance.



Tenant shall promptly pay and discharge any and all licenses, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted Tenant hereunder and shall keep the Premises free and clear from any and all such liens or charges.

- 5. Tenant Risk. Landlord shall not be liable to Tenant for any theft of or damage to any personal property brought into the Building or Premises by Tenant, its employees, licensees and invitees, except where such theft or damage results from affirmative acts of negligence for which Landlord is proven to be solely responsible.
- 6. Repairs by Landlord. Landlord shall be responsible for maintenance and repair to the HVAC and plumbing except repairs caused by negligence of Tenant or Tenants clients. Landlord shall not be required to make any repairs to Premises except repairs necessary for safety and tenantability. Tenant shall be responsible for interior and entrance light bulbs and exit lights.
- 7. Purpose. Tenant shall use and occupy premises as MH MAT BH offices of Tenant's use of Premises shall not violate any ordinance, law or regulations of any Governmental body or the "Rules and Regulations" of landlord, as made a part hereof. Moreover, Tenant agrees to conduct its business in the manner and according to the generally accepted written or unwritten code of ethics on business principles of the business profession in which Tenant is engaged, and in case of breach of the covenant Tenant agrees that Landlord may terminate this lease by giving Tenant thirty (30) day Notice to vacate.



8. 'Services-Water, Cleaning and Electricity.

Tenant shall be responsible for all utility and cleaning bills.

Tenant shall use a commercial cleaning service

Tenant shall pay to Landlord his apportion of water, sewerage, and trash pickup used. Tenant shall pay to Landlord his apportion of outside security lights and advertising lights. Tenant shall be responsible for his equipment water filters, which are to be changed 4 times a year or as required.

Tenant will pay to Landlord his apportion of city inspection of back flow water filter.

- 9. Destruction or Damage to Premises. If the Building in which Premises are located is totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, the Lease shall at the option of either party, by giving notice within thirty (30) days, terminate as of the date of such destruction or damage and rental shall be accounted for as between Landlord and Tenant as of that date. If Premises, but not the entire Building, are damaged or are rendered wholly untenantable by any such casualty, rental shall abate in proportion to the area of Premises which cannot be used or occupied by Tenant as a result of such casualty and Landlord shall restore Premises within 120 days of the date of such casualty unless prevented from doing so for reasons beyond Landlord's control in which event such restoration period shall be so extended. In no event shall rent abate if damage or destruction to Premises is the result of negligence of Tenant, its agents or employees.
- 10. Rules and Regulations. Tenant will observe and comply with the "Rules and Regulations' attached hereto and made a part hereof, and such further reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Building, and the comfort, quietness and convenience of other occupants of the Building.
- 1. Default Clause. If Tenant defaults for 3 days after written notice thereof in paying said rent: or if Tenant defaults for 30 days after written notice thereof in performing any other of Tenant's obligations hereunder, or if Tenant is adjudicated a bankrupt: or if a permanent receiver is appointed for Tenant's property, including Tenant's interest in Premises, and such receiver is not removed within 30 days after written notice from Landlord to Tenant to obtain such removal: or if whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred: or if Tenant makes an assignment for benefit of creditors: or if Premises or Tenant's effects or interest therein should be levied upon or attached under process against Tenant, not satisfied or dissolved within 30 days after written notice from Landlord to Tenant to obtain satisfaction thereof: then, and in any of said events, Landlord at its option may at once or within 6 months thereafter (but only during continuance of such default or condition) terminate this Lease by written notice to Tenant. After an authorized assignment or subletting, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by or happening to the assignee or subleases. Upon such termination by Landlord, Tenant will at once surrender possession of Premises to Landlord and remove all of Tenant's effects therefrom: and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty or trespass, forcible entry or detainer or other tort



- 12. Re-letting by Landlord. Landlord as Tenant's agent, without termination of this lease, upon Tenant's breach or default of this Lease, may at Landlord's option enter upon and rent Premises at the best price obtainable by reasonable effort, without advertisement, and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficience, if any, between all rent reserved hereunder and the total rental applicable to the term hereof obtained by Landlord on re-letting after deducting Landlord's expenses in restoring Premises and all costs incident to such re-letting.
- 13. Early Termination. No termination of this Lease prior to the normal ending thereof by the lapse of time or otherwise shall affect Landlord's right to collect rent for the period prior to termination thereof.
- 14. Assignment and Subletting. Tenant may not, without the prior written consent of Landlord endorsed hereon (such consent shall not be unreasonably withheld) assign this Lease or any interest hereunder or sublet Premises or any part thereof, or permit the use of Premises by any party other than Tenant. Consent to one assignment or sublease shall not destroy or waive this provision and all later assignments and subleases shall likewise be made only upon prior written consent of Landlord. Subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability. Landlord may at its option lease the whole or any portion of the premises directly to Tenant's prospective subtenant or assignee in which event Tenant shall be released from all liability with respect to the portion of the Premises so leased.
- Eminent Domain. If all or any substantial part of Premises or the land on which Building stands or any estate therein are taken by virtue of eminent domain or are conveyed or leased in lieu of such taking, the Lease shall expire on the date when title shall vest, or the term of such lease shall commence, and any rent paid for any period beyond said date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award or any payment in lieu thereof Provided, however, that widening of streets. Abutting the land on which the Building stands shall not affect this lease, provided no part of the Building is so taken.
- 16 Entry, Landlord may enter premises at reasonable hours with prospective purchases or tenants or to inspect premises or to make repairs required of Landlord under the terms hereof or repairs to adjoining space within the Building: such entry by Landlord shall not entitle Tenant to any rent abatement.
- 17. Subordination. This lease shall be subject and subordinate to all underlying leases and to security deeds which may now or hereafter affect this Lease or the real property of which Premises form a part, and also to all renewals, modifications, extensions, consolidations and replacements of such underlying leases and such security deeds. In confirmation of the subordination set forth in this paragraph 18, Tenant shall, at the request of Landlord execute acid deliver such further instruments as may be desired by any holder of a security deed or by any lessor under any such underlying lease.
- 18. Indemnity and Hold Harmless. Tenant hereby agrees to indemnify and hold harmless the Landlord, its agents, contractors, employees, invitees, and licensees, and the Premises and Building, or any portion thereof in the following manner:



- For an, and a damages, cost, claims or liabilities of whatsoever nature sustained by Landlord or any party holding by, through or under Tenant party holding by, through or under Landlord as a result of such default or failure.
- or one attributable in any manner by the negligence of Tenant, Sub-Tenant, CO-Tenant, its agents, or any portion thereof by Tenant, its agents, contractors, employees, invitees, or licensees or to the use and occupancy at the Premises, the Build or any portion thereof by Tenant, its agents, contractors, employees, licensees or invitees.
- (c). Tenant, Co-Tenant, or Sub-Tenant assumes full liability for any damage or injury to the Premises, to Tenant, to Co-Tenant, or Sub-Tenant's own property, to Tenant. Co-Tenant, or Sub-Tenant, their agents, contractors, employees, invitees or licensees arising from any use or condition of the Premises, the Building or any sidewalk or entry way serving the Building, and from any act or failured of any Co-Tenant or Sub-Tenant with relation thereto.
- (d). Tenant agrees that Landlord shall not be liable for any damages to Tenant of whatsoever nature resulting from or caused by the malfunction of any equipment or apparatus serving the Premises, the Building, or any portion thereof.
 - (e). Tenant agrees on behalf of Tenant and all holding by, through or under Tenant, that the only exception to Tenant's full assumption of and liability for any and all claims whatsoever their nature, cause or origin which may arise from the Premises, equipment and apparatus in which are the subject of this Lease shall be only those growing out of affirmaticates of negligence for which Landlord is proven solely responsible.
 - Tenant shall carry fire and extended coverage insurance insuring its interest in Tenant's improvements in Premises and its interest in its office furniture, equipment and supplies, and Tenant hereby waives any rights of action against Landlord for loss or damage covered by such insurance and Tenant covenants and agrees with Landlord that it will obtain a waiver from the carrier of such insurance releasing subrogation rights as against Landlord. Landlord shall carry fire and extended coverage insurance insuring its interest-information processes, and Landlord hereby waives any rights of action against Tenant for loss or damage covered by such insurance and Landlord covenants and agrees with Tenant the will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against Tenant.
 - 20. Remedies cumulative. The rights given to Landlord herein are in addition to by rights that may be given to Landlord by any statute or otherwise.
 - 21. Holding over. If Tenant remains in possession after expiration of Term hereof, with Landlord's acquiescence and without any distinct agreement between the parties, Tenant shall be Tenant at will and such Tenant shall be subject to all the provisions hereof except that the monthly portion of the Base Rental shall be doubled for the entire holdover period and there shall be no renewal of this Lease by operation of law. Nothing in this Paragraph shall be construed as a consent by Landlord to the possession of Premises by Tenant after the expiration of the Term other than as Tenant at will

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- 22 Not Waiver or Changes. The failure of any party to insist in any instance on strict performance of any covenant or condition thereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.
- 23. Marginal notations. The marginal notations in this Lease are for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

24. Notice

- (a) Any notice by either party to the other shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail addressed (a) if to Tenant, at the Building, and (b) it to Landlord, at Landlord's address set forth above or at such other address to either party as that party may designate by notice to the other notice shall be deemed give, if delivered personally, upon delivery thereof, and if mailed. Upon the mailing thereof.
- (b) Tenant hereby appoints as its agent to receive service of all dispossessary or distraint proceedings, the person occupying Premises: and if there is no person occupying same, then such service may be made by attachment thereof on the main entrance to Premises.
- 25. Heirs and Assigns. The provisions of this Lease shall bind and enure to the Benefit of Landlord and Tenant and their respective successors heirs, legal representatives and assigns, it being understood that the term "Landlord", as used in this, means only the owner, or the Lessee for the time being of the land and Building of which premises are a part so that in the event of any sale or sales of said property or of any Lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter, and shall be deemed without further agreement that the purchaser, or the lessee, as the case may be, has assumed and agreed to carry out any and all covenants and obligations of landlord hereunder during the period such party has possession of the land and Building. Should the land and entire Building be served as to ownership by sale and/or lease, then the owner of the entire Building or lessee of the entire Building that has the right to lease space in the Building to Tenant shall be deemed the "Landlord". Tenant shall be bound to any succeeding party Landlord for all the terms, covenants and conditions thereof and shall execute any attornment agreement not in conflict herewith at the request of any succeeding party Landlord.
- 26. Entire Agreement and Enforceability. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. If any term or provision of this Lease shall be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby: if the application of any term or provision of this Lease to any person or circumstances to any person the circumstance shall remain applicable as to those persons or circumstances to which it shall be valid and enforceable to the fullest extent permitted by law

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- 27. SECURITY DEPOSIT. Tenant has this day deposited with Landlord the sum of \$2,000.00 as Security for the performance by Tenant of all the terms, covenants and conditions of this Lease upon Tenant's part to be performed which sum shall be returned to Tenant after the expiration of the Term hereof, provided Tenant has fully performed hereunder. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant and if landlord does so, Tenant shall upon demand deposit with landlord the Amount so applied so that Landlord shall have the full deposit on hand at all times During the Term of this Lease. In the event of a sale of the Building of a Lease of the Building, subject to this Lease, Landlord shall have the right to transfer the security To the vendee or lessee, and Landlord shall thereupon be released from all liability for the return of such security and Tenant shall look to the new landlord solely for the return of said security and this provision shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this lease shall not be assigned or encumbered by Tenant without the written consent of landlord and any such assignment or encumbrance shall be void.
- 28. ATTORNEYS'S FEES AND HOMESTEAD. Any amounts payable hereunder by
 Tenant to landlord which are not paid on or before the date due shall bear interest
 At the rate of 10% per annum from said due date. If any rent owing under this Lease is
 Collected by or through an attorney at law, Tenant a(15%) or reasonable attorney's
 fees (whichever is greater). Tenant waivers all homestead rights and exemptions,
 which he may have under any law as against any obligation owing under this
 lease. Tenant hereby assigns to Landlord his and exemptions.

The parties "landlord", "Tenant", and "Agent" and pronouns relating thereto, as used Herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.



- 29. No Estate in Land. Tenant has only a usufruct under this Agreement, not subject to levy and sale. No estate shall pass out of Landlord.
- 30. Landlord Liability. Landlord has and shall have no liability or obligation to the second party with respect to this Lease except insofar as said Landlord may have any right, title or Interest in and to the real property or Premised, which are the subject matter hereof.
- 31. Time of Essence. Time is of the essence of this agreement.
- 32. Special Stipulations. (Special Stipulations shall control if in conflict with any of the Foregoing provisions of this Lease).
- 33. Tenant has option to renew this Lease for 3 years by giving notification to Landlord in writing no less than ninety (90) days prior to ARRIL 18 2022

 Renewal will be under the same terms and conditions as this Lease except the base Rental rate will be \$ 26,400.00 per year, pus all accrued contributions By Tenant to increase operating expenses as provided for in paragraph 2(b) herein.
- 34. If Tenant is not in default under the terms of this Lease, then any special personal Property that Tenant may install may be removed by Tenant at Tenant's expense and any damages to premises caused by such removal be repaired by Tenant at Tenant's own expense.
- 35. Tenant's Work. Tenant will construct within Premises or furnish items to premises as Follows:
 - (a) Extra light fixtures, light switches, electrical outlets and associated wiring.
 - All indoor light bulbs.



- b. Telephone outlet boxes and conduit in partitions.
- c. Extra plumbing fixtures in Tenant's space
- d. All cabinets, counters, shelving and fixtures for use in Tenant's space.
- e. All Tenant's special equipment and installation of same.
- f. Any special structural elements required specifically for installation.
- g. Security System
- h. personal mailbox
- I. Any fire extinguisher/upkeep required by law
- j. wi-fi, internet connection
- k. any expense required for connection of utilities.
- 36. Tenant agrees that all items required under paragraph 2 of these special stipulations shall be constructed by Sub-Contractors approved in writing by Landlord. Construction shall be in accordance with plans and specifications approved in writing by Landlord.+
- 37. A "late fee" for any monthly payment not paid by the 1st day of the month will be 5%.
- 38. Individual thermostatic control of heating and air conditioning system is located on Premises.

No radiant/space heaters allowed-only central gas heat.

- 39. This is a ground and building smoke-free environment.
- 40. Said Security Deposit shall be non-refundable if Tenant voids contract.

WITNESS our Hands and Seals this	3 day of April	2020.
TENANT	GUARANTOR C	
WITNESS	LANDLORD TRUSTEE	

Tenant will pay 15 month's rent for April 2020 by the end of this week, by April 18, 2020.