

ERIC W. SCHOENIG  
SAN JOSE OFFICE CENTER  
6028 CHESTER AVE #202  
JACKSONVILLE, FL, 32217  
904-737-4129

LEASE

This lease dated this 1<sup>st</sup> day of \_\_\_\_\_  
between E. Schoenig / San Jose Office Center, the landlord and \_\_\_\_\_

WITNESSETH

the landlord does hereby lease and rent unto the tenant and the tenant hereby hires and takes from the landlord the following described property, (leased property) to Wit: space designated as #\_\_\_\_\_ San Jose Office Center located at 60\_\_\_\_\_, Jacksonville, FL. 32217 such building and any other building forming a part of the office building and related facilities in the county of Duval, State of Florida.

1. Term

Tenant to have and to hold above described premises for a term of \_\_\_\_\_ Months  
\_\_\_\_\_ ( ) year(s) commencing on the 1<sup>st</sup> day of \_\_\_\_\_ and ending on the 31<sup>st</sup>  
day of \_\_\_\_\_ on the terms and conditions as set forth herein.

2. Rent

tenant agrees to pay landlord a guaranteed minimum rental of 0/100 cents ...  
( ) ..... per annum. Said guaranteed annual minimum rental shall be  
payable in equal monthly installments as follows:

Monthly Base Rent	Sales Tax 7%	Total
_____	_____	_____

In lawful United States currency, together with any and all sales or use taxes levied upon the use and occupancy of the leased premises in advance and beginning on the commencement date of this lease and on the first day of each and every month thereafter through the term of this lease as follows: all guaranteed minimum rents are to be paid to landlord without set off or deductions at 6028 Chester Avenue, Jacksonville, Fl. 32217. Any payment of rent not received by the fifth of the month shall be subject to a late charge of ten percent (10%) of the unpaid rent. If tenant pays by check and said check isn't honored on presentation for any reason whatsoever, tenant agrees to pay an additional sum of ten and no/100 dollars (\$10.00) as a penalty which will be due on the first day of the next month. Landlord will only accept cash or a money order to redeem a returned check if two checks are returned, tenant is required to make all future payments by exact cash or money order.

### 3. Use and Possession

(A) Use, it is understood that the leased premises are to be used for general office purpose and for no other purpose without prior written consent of landlord:

(B) Possession, the lessor agrees to have leased premises ready for possession on or before the above commencement date barring casualties or unforeseen events beyond the control of the landlord. If landlord is unable to give possession of the leased premises on the date of the commencement of the initial term of this lease agreement by reason of the holding over of any prior tenant or tenants, or for any other reason, unless the same shall result from causes attributable to the tenant, as abatement or 'diminution of the rent to be paid hereunto, for the period of time landlord is unable to give possession, shall be allowed tenant and said abatement of rent shall be the full extent of landlords liability to tenant for any loss or damage to tenant on account of said delay in obtaining possession of the leased premises. If the leased premises have not been tendered ninety days after the scheduled commencement date, tenant shall have the right to terminate this lease after fifteen days written notice to the landlord.

(C) Expiration of Term, the tenant, at the expiration of the term shall deliver up the leased premises in good repair and condition, damages beyond the control of the tenant, reasonable use, ordinary decay, wear and tear expected. The tenant further agrees to provide and use carpet mats for all desks areas in order to prevent the unnecessary wear and tear on the carpeted area. Tenant will give written notice of intent to vacate thirty (30) days prior to the expiration date of this lease. If this notice is not given the tenant will forfeit entire security deposit.

### 4. Notices

Any notice required or permitted under this lease shall be deemed sufficiently given or served if served personally or by certified mail, postage prepaid, addressed to the landlord at the address where rent was last payable, and any notice by the landlord to tenant shall be served in a similar manner, such notice being addressed to the tenant at the leased premises or at such other address as the tenant shall designate by written notice.

### 5. Utilities and Service

So long as tenant is not in default under any of the covenants of this lease agreement, landlord shall furnish and maintain heat and air conditioning on such weekdays during normal business hours (Generally 8:30 a.m. to 5:30 p.m.) and at such other times as landlord in its sole discretion deems necessary for normal office occupancy and for the comfort of tenants and occupants of the project, three day janitorial service, and electricity for light and ordinary office purposes. Landlord shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference beyond landlords control with service involving water, heat, gas, electric current for light and power, telephone, or any other service. Tenant agrees to use only Teflon coated fireproof telephone cables in providing for his telecommunications needs. Tenant agrees to exercise due care and prudence in the use of utilities at all times. Landlord shall not be liable for damage for any discontinuance and there shall be no abatement for reduction in rent unless landlord fails to take prompt action to restore such services.

## 6. Signs

The tenant will not place any signs or other advertising matter or material on the exterior or on the interior where they can be seen from the exterior, of any of the leased premises without the written consent of the landlord. Landlord shall have the right to cause the immediate removal of such signs at the cost of tenant, which cost shall be due and payable immediately upon presentation of a bill to tenant for payment therefore. Landlord will provide a sign on the directory board with tenants title as it appears on this lease.

## 7. Parking

In addition to the leased premises, tenant shall have the right of nonexplosive use, in common with others, of automobile parking areas, driveways and footways all to be subject to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by landlord.

## 8. Ordinances and Regulations

The tenant hereby covenants and agrees to comply with all the rules and regulations of governmental authorities wherein the leased premises are located at lessees sole cost and expense. Said leased premises shall not be used for unlawful purpose nor shall it be used so as to constitute a nuisance.

## 9. Fire and Casualty

If the leased premises are damaged by fire or other casualty, not occurring through any act of failure to act on the part of tenant, its agents, servants or employees, landlord will promptly repair the damage and restore the leased premises to their condition immediately prior to the occurrence of the casualty, but only to the extent possible within the limitation of the available insurance proceeds. If the leased premises are damaged by fire or other casualty the rent shall abate until the leased premises are restored or until the lease is terminated in accordance with this paragraph, The abatement shall be in proportion to the impairment of the use that tenant can reasonably make of the leased premises. The lessor shall not be liable for any inconvenience or interruption of business of the tenant occasioned by fire or other casualty.

## 10. Holdovers

Any holding over by the tenant after the expiration of this lease shall be construed as a tenancy at sufferance. If such occupancy continues without the consent of the landlord, tenant shall pay to the landlord, as liquidated damages, double the amount of the monthly rent for the expiring rental period for such holdover period. If the tenant shall occupy said premises without consent of the landlord after the expiration of this lease, the tenant will be a tenant from month to month upon the same terms and conditions of this lease, except at a rate of one hundred and ten percent (110%) of the monthly rent for the expiring rental period for such holdover period. Acceptance by the landlord of rent after such termination shall not constitute a renewal. In such event if either landlord or tenant desires to terminate said occupancy at the end of any month after the termination of this lease, the party desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of the tenant to give such notice shall obligate it to pay rent for an additional calendar month, following the month in which the tenant has vacated the leased premises.

## 11 Landlord Rights To Inspect And Enter

The landlord shall have the right, at reasonable times during the term of the lease, to enter the leased premises for the purpose of examining or inspecting same and of making such repairs or alterations there in as the landlord shall deem necessary, but landlord assumes no obligations to make repairs to said premises or said building other than as expressly stated in this lease.

Landlord may, at any time within two (2) months immediately preceding the expiration of the specified term, show the leased premises to others for the purpose of rental.

## 12. Entire Agreement

It is agreed between the parties that neither landlord nor tenant nor any of their agents have made any statement, promises, or agreements verbally or in writing in conflict with the term of this lease agreement. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this lease agreement and with representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this agreement contains the entire agreement between the parties, and no rights are to be conferred upon either party until this lease agreement has been executed.

## 13. Default

(A) Events of default. The happening of any one or more of the following listed events shall constitute a breach of this lease agreement on the part of the tenant:

(1) The failure of tenant to pay any rent payable under this lease agreement on the due date period.

(2) The failure of tenant to fully and properly perform any act required of it in the performance of this lease, or otherwise to comply with any term or provision hereof.

B) Remedies. Upon the happening of any events or default, landlord may enter the leased premises without process of law and terminate tenant's possession without being liable for any prosecution therefore, and re-lease premises to any person, firm, or otherwise, for whatever rent it can obtain. Tenant shall remain liable for the rent reserved herein, and all other obligations hereunder. Tenant hereby waives services of any demand for payment of rent, or notice to terminate or demand for possession of the leased premises, including any and all other forms of demand and notice described by laws.

## 14. Security

As security for the faithful performance by tenant of all of the terms and conditions upon the tenant's part to be performed, tenant has this day deposited with the landlord the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) which shall be returned to tenant, without interest, thirty (30) days after the day set forth for the expiration of the term herein (notwithstanding this lease may be sooner Terminated), provided, however, that tenant has fully and faithfully carried out all of the terms, covenants and conditions on its part to be performed. Landlord shall have the right but not the obligation 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.

## 15. Indemnity and Insurance

(A) Indemnity. Tenant will save landlord harmless and indemnify landlord from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or loss or damage of whatever nature including property damage (1) caused by or resulting from any act, omission negligence of tenant or anyone occurring in, upon or at the leased premises, no matter how caused. If tenant or anyone claiming under tenant or the whole or any part of the property of tenant shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner whether similar or dissimilar to the foregoing no part of said injury, loss or damage is to be borne by the landlord or its agents. Tenant's shall also pay all costs, expenses and reasonable attorneys fees that may be incurred Or paid by landlord in enforcing the covenants and agreements in the lease.

All property of tenant kept or stored on the leased premises shall be so kept or stored at the risk of tenants only and tenant shall hold landlord harmless from any claims arising out of damage to the same, including subrogation claims by tenants insurance carriers.

If any employee of landlord renders any other services (such as handling of furniture or other articles, cleaning the rented premises, package delivery, repairs or maintenance, parking-of automobiles, or any other service) for or by the request of tenant or tenants employees for the purpose of such service, such employees shall be deemed the employee of the tenant,' regardless of whether or not payment is arranged for such service, and tenant agrees to relieve landlord and hold landlord harmless from any and all liability in connection with such services.

(B) Insurance, Landlord does not maintain insurance coverage on the contents of any leased premises and therefore recommends that tenant maintain during the Improvements and betterments.

## 16. Other Provisions

In witness whereof, tenant and landlord have caused this lease be duly executed as of the date of this lease by their respective officers or parties thereunto duly authorized.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date