

DATE: 15-Jul-19 CLIENT: Bob Jones Clar Partners 123 ARC Street Washington, DC 20005 CONTACT: 02-555-555 Lease Type: Net Lease Landlord Entity roperties, LP Tenant d/b/a vstems Inc. Property Name 4 Jekyll Parkway leron St. Suite 123 Premises Address it. Petersburg, FL 33701 Rentable/Useable Square Feet Pro Rata Share w/ Denominator Considerations **TERM** Lease Commencement Date Sec. 1.d 4/30/2015 Rent Commencement Date Sec. 1.g 4/1/2015 <-- Contradicts rent schedule set forth in Sec. 1g Sec. 1.e Sec. 1.e Lease Expiration Date 12/31/2017 <-- According to the Rent Schedule set forth in Sec. 1.e 3 Yrs. <-- Based of Lease Year Commencement Date. Holdover Sec. 24 200% \$1,167.00 Security Deposit BLI Sec. 1 RENT Period \$/SF/YR \$/Year \$/Month ent Schedule contradicts Rent Commencement Date as specified in Sec. 1d Base Rent Sec. 1.g 3/1/2015 \$15.43 \$12,004.00 \$1,000.33 1/1/2016 \$17.43 \$13,560.04 \$1,130.00 Option Rent Sec. 1.h 1/1/2018 \$15 569 44 \$1 297 45 1/1/2019 \$20.61 \$16.036.52 \$1.336.38 1/1/2020 \$21.23 \$16 517 62 \$1,376,47 1/1/2021 \$21.87 \$17,013.15 \$1,417.76 CPI Index r all items, US City Average; 1982-8 LL shall construct such work set forth in Exh. C including replacing any damaged ceiling tiles, failed light bulbs and insure that the HVAC system is in good working order TI Allowance PERCENTAGE RENT % Rent (6%) of Gross Sales in excess of over (\$250,000,00) per year Sec. 1.h Within (10) days after the end of each calendar month, Tenant shall deliver to LL an unaudited written statement of Gross Sales. Within (60) days after the end of each Lease Year, Tenant shall furnish to LL a statement of a complete detail of Gross Sales. Tenant shall furnish an annual report or audited financial statements within (15) days of written request, if privately held. Sales Reporting ADDITIONAL RENT CAM Charge of (\$4,084.50) annually, paid in (12) monthly installments of (\$340.38). Tenant shall pay pro rata share of LL's CAM plus over head of (15%) excluding capital items. Tenant's pro rata share shall be based on LL's actual cost less any amounts paid by Major Stores (30,000 SF or more). Tenant's pro rata shall be computed with Net Rentable area of the Shopping Center less the Net Rentable CAM/Operating Expense square footages of major stores. Tenant shall also pay pro rata share of security costs less any amounts paid by Major Stores. CAM shall include LL's actual costs for operating and maintaining the Common Areas excluding; costs of any items of a capital nature, charges covered by insurance or condemnation proceeds, legal es, leasing commissions, tenant improvement costs, initial acquisition, reserves, items not typically included as operating and maintena Operating Expenses Defined Items included in Cap 5% Cap on Controllable Expenses which include actual operating expenses other than insurance and utilities. Sec. 1.n Tenant shall pay pro rata share of total real estate taxes and assessments, excluding: (i) those portions of LL's land and buildings for which separate tax bills are received which are the sol Real Estate Taxes Sec. 1.n/4 responsibility of a single user; (ii) amounts received from any Major Stores (30,000 SF or more) which are not responsible for their full pro rata share. Such pro rata share Estimated at (\$583.50) nnually paid in monthly installments of (\$48.63). Tenant pays its pro rata share. Insurance Tenant shall pay for electricity, HVAC, water, sewage, janitor service, garbage disposal and other utilities or services required. Tenant agrees to operate any separate HVAC unit in the Premises during all hours that Tenant's store is open for business and all hours than HVACs in the mall area are in operation. (\$1.00) per square foot per year. At the end of every calendar year, the per SF fund shall be increased over the fee payable in such calendar year in proportion to the increase in the cost-of-living Marketing Charge Sec. 1.k between the beginning date of such calendar year and the ending date of such year. Rent Tax Tenant agrees to pay any rent tax applicable. Tenant shall pay \$40/hr for HVAC after normal business hours After hours HVAC Sec. 15 Tenant shall maintain and repair the premises including the entire interior, all window glass, plate glass, pluming, wiring, electrical systems and all portions of the central HVAC exclusively serving the TT Renairs/Maintenance remises. Tenant shall maintain an annual service contractor for HVAC exclusively serving the premises LL shall be responsible for the installation, maintenance and repair of utility and mechanical systems and equipment up to the point of hook up for the premises LL Repairs/Maintenance Roof/Structure and other Capital Items LL shall maintain the roof systems, foundation, subfloors, the exterior and structural portion of the building and other improvements **ENANT OPTIONS** Expansion Right of First Refusal Right of First Offer LL shall provide Tenant with Right Of First Refusal for space contiguous to Premises. Such terms shall be based on terms and conditions by third party offer and Tenant shall have (5) days to accept Termination ec. 1.e At the (1) year anniversary of the lease term, Tenant shall have a one-time right to terminate the lease upon (90) days written notice. Tenant may vacate any time after notice but pay rent through th Purchase L OPTIONS Termination L terserves the right to relocate premises with (6) month's written notice if LL undertakes a major expansion or renovation. LL shall bear all expenses of such relocation. If premises contain (3,000 SF) Relocation Sec. 2/42 or less, LL shall have right to provide and furnish Tenant with a space elsewhere in the Shopping Center with (30) days prior written notice. Should Tenant refuse to move, LL may terminate leas ffective (30) days after date of original notification. SE/RESTRICTIONS ec. 1.i For sale and display of Beauty Supply and Hair Accessories. remises shall not be used for: the sale of distribution of alcoholic beverages for consumption on or off premises; the sale of merchandise from vending machines; and the operation of coin/token-Prohibited Use Sec. 6.a;e operated machines without LL's approval. Tenant shall comply with rules and regulations set by LL. If LL leases space to Competing Business, Tenant may pay (50%) of Rent in lieu of full rent, with notice (60) days prior notice to LL, however there shall be no reduction in the Annual Sales Base beginning on the first day of the month following the month in which Competing Business is open and ending when ceased.Competing Business means a business not affiliated with Tenant which uses Exclusive Use its premises for the Exclusive Use (operation of a retail store primarily selling beauty supplies and hair accessories in accordance with Tenant's Permitted Use, Restriction excludes: leases executed rior to Com. Date; anchors or outparcels; incidental use meaning (10%) of floor area or more than (50) SF of its premises. Tenant shall not operate any other business located within a (3) mile from the outside boundary of the Shopping Center. If Tenant shall engage in such a business within (3) miles, then, for purpose of computing Percentage Rent, (50%) of Gross Sales shall be considered to be a part of Gross Sales derived in, on, or from the Premises; and Tenant agrees to pay Percentage Rent computed. Radius Tenant Radius Restrictions Sec. 6.h restrictions shall not apply to any existing retail operating, any stores acquired or stores owned by entity that acquires Tenant. f at any time (i) less than (2) anchors (or their replacements) are open and operating, or (ii) Sears is not open and operating, or (iii) less than (75%) of GLA of the enclosed mall, exclusive of anchors, is open and operating; and such failure continues for (6) consecutive months and Tenant is open and operating and not in default, Tenant has the right, with notice, to pay (6%) of all Net Sales except game software and video games and (3%) of Net Sales of computer and game software and video games in lieu of Rental. If Tenant is paying such rent for (12) consecutive months and failure has not been cured, Tenant may terminate upon notice within (30) days following expiration of such period, effective (60) days after notice. Provided, if prior to such termination date, LL sends notice than (i) Co-Tenancy within (1) month of Tenant's receipt of such notice, (75%) or more of GLA shall be leased, (ii) an anchor occupying at least (90%) of such former anchor's space shall open within (6) months and as a result (3) anchors will again be open, then Tenant's termination option shall be void. If Tenant does not terminate, Tenant resumes paying full rent as of the (31st) day following expiration of the



FINANCIAL		
Assignment & Subletting	Sec. 21	Tenant shall not voluntarily, involuntarily or by operation of law, assign or sublet the Premises without first obtaining the prior written consent of LL.
Subordination/SNDA	Sec. 25	This Lease is subject and subordinate to any first mortgage or first deed of trust. Tenant shall execute and deliver any instrument required, upon request by LL.
Estoppel Certificate	Sec. 29	Tenant shall deliver an estoppel certificate within (10) days after request.
Late Fee	Sec. 32	(\$100.00) if Rent not paid within (5th) day of the month.
MISC		
Signage	Sec. 6f	Tenant shall not install any sign, device, fixture or attachment to the exterior or interior of the premises without LL's prior written consent.
Parking Fees	Sec. 6.e.xi	\$40 per space up to 5 spaces
Guarantor	Exh. G	John Smith
Brokers	Sec. 1z	Tenant Broker: ABCD Real Estate; LL Broker: 1234 Investment
www.CREModels.com (201) 252-7487		