

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this \_\_\_ day of April, 2021, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Landlord") and COWAN SYSTEMS, LLC, a Maryland limited liability company ("Tenant").

### 1. **BASIC LEASE PROVISIONS.**

#### 1.1. **Term:**

This Lease and the tenancy created hereby shall be for a month to month term, continuing until terminated in accordance with the provisions of this Lease. It is anticipated this Lease Agreement will terminate in 100 days.

#### 1.2. **Premises:**

The land located in **Jackson** County, **City of Marianna**, Florida and located at 3595 Industrial Park Drive, adjacent to and at the North boundary and described in **Exhibit A**, consisting of approximately five (5) acres.

#### 1.3. **Commencement Date:**

The Commencement Date shall be **April 7, 2021**.

#### 1.4. **Monthly Base Rent:** The monthly Base Rent payable hereunder shall be (\$100.00)

### 2. **PREMISES.**

#### 2.1. **Lease of Premises.**

In consideration of the obligation of Tenant to pay Rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises, to have and to hold for the Lease Term upon all of the terms, covenants and conditions contained in this Lease.

#### 2.2. **Acceptance of Premises.**

Tenant acknowledges that, except as otherwise set forth herein, Landlord has not made any representation or warranty with respect to the Condition of the Premises or with respect to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Prior to Tenant's taking possession of the Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing the condition of the Premises.

### 3. **RENT.**

#### 3.1. **Rent.**

For purposes of this Lease, all amounts payable by Tenant to Landlord pursuant to this Lease, whether or not denominated as such, shall constitute additional rental hereunder. Such additional rental, together with any Base Rent, Taxes and Insurance shall sometimes be collectively referred to in this Lease as "Rent".

**3.2. Interest: Late Charge.**

If any installment of Rent is not paid promptly when due, such amount shall bear interest at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date on which said payment shall be due until the date on which Landlord shall receive such payment regardless of whether a notice of default or notice of termination has been given by Landlord. In addition, Tenant shall pay Landlord a late charge of five percent (5%) of the amount delinquent. Landlord and Tenant recognize that the damage which Landlord shall suffer as a result of Tenant's failure to pay Rent is difficult to ascertain, said late charge being the best estimate of the damage which Landlord shall suffer in the event of Tenant's late payment. This provision shall not relieve Tenant of Tenant's obligation to pay Rent at the time and in the manner herein specified. Notwithstanding the foregoing, the first three (3) instances of late Rent payment during the Term shall not be subject to late charges, provided Tenant submits the required Rent payment within five (5) days following such payment due date.

**4. INSURANCE.**

**4.1. Tenant's Insurance.**

Tenant, at its own expense, shall maintain during the Lease Term a policy or policies of: ~~fire and extended coverage insurance covering the replacement costs of all property and improvements, installed or placed in the Premises by Tenant;~~ worker's compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; commercial liability insurance, with liability limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit (together with such umbrella coverage as Landlord may require) for property damage, personal injuries, or deaths of persons occurring on or about the Premises; provided, however, that Landlord may from time-to-time require an increase in any such limits, provided that any such increase is in accordance with industry standard requirements and is also required of all other tenants of the Premises. The commercial liability policies shall name Landlord as an additional insured (Tenant may insure on a claims-made basis), be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless thirty (30) days prior written notice shall have been given to Landlord, and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Such policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the Lease Term and upon each renewal of said insurance.

**4.2. Waiver of Subrogation.**

The fire and extended coverage insurance obtained by Landlord and Tenant covering their respective property shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees, and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk covered (or required by this Lease to

be covered) by fire and extended coverage property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver.

5. UTILITIES.

Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises.

6. USE.

6.1. Permitted Use.

The Premises shall be used only as a truck parking ~~and maintenance facility~~, and for such other lawful purposes as may be incidental thereto. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste thereon.

6.2. Compliance with Laws.

Tenant, at its sole expense, shall comply with all laws (including, without limitation, Environmental Laws, as defined herein, and laws regarding access for handicapped or disabled persons, including the Americans with Disabilities Act and laws governing occupational safety and health) ordinances and regulations, and all declarations, covenants, and restrictions, applicable to Tenant's use or occupation of the Premises and all building, zoning, and fire and other governmental laws, ordinances, regulations or rules applicable to the Premises. ~~Landlord acknowledges that Tenant is not responsible for compliance with laws with regard to the structure of the Premises, except for Leasehold Improvements installed by Tenant.~~

6.3. Prohibited Use.

Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any other tenants of the Premises. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, or increase the insurance risk, or cause the disallowance of any sprinkler credits. If any increase in the cost of any insurance on the Premises, then Tenant shall pay the amount of such increase to Landlord upon Tenant's receipt of sufficient evidence that such increase in insurance is attributable to Tenant's specific use of the Premises. No use shall be made of the Premises that would constitute the Premises as a place of public accommodation under the Americans with Disabilities Act or similar state statutes or local ordinances of any regulations promulgated thereunder, all as may be amended from time-to-time.

6.4. Hazardous Material.

Except for materials used in the ordinary course as part of Tenant's business operations at the Premises (but such use and storage of the same shall be in compliance with all Environmental Laws (as defined below), Tenant agrees that it shall not cause or permit any Hazardous Materials, as such term is defined herein, to be brought, kept or used on or about the Premises and that it will not use

the same as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Materials, Tenant further agrees that it will not cause or allow any asbestos or PCBs to be incorporated into any improvements or alterations which it shall subsequently make or cause to be made to the Premises. As used herein, "Hazardous Materials" means any hazardous substance, hazardous waste or toxic substance, material or waste which becomes regulated or is defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Laws").

If Tenant breaches Tenant's covenants contained in this Paragraph 6.4, Tenant hereby agrees to indemnify Landlord from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims, fines, penalties and administrative costs (including without limitation, diminution in value of the Premises, damages for the loss or restriction or use of rentable space or of any amenity of the Premises, damages arising from any adverse impact on marketing the Premises, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) to the extent caused by Tenant's breach of its agreements hereunder or to the extent Tenant has caused or allowed any Hazardous Materials to be present on or under, or to escape, seep, leak, spill, discharge, or be emitted or released from, onto or into the Premises or into the atmosphere or any water course, body of water or ground water. The provisions of this indemnification shall survive the termination of this Lease.

## **7. REPAIRS AND MAINTENANCE.**

### **7.1. Tenant Repairs and Maintenance.**

Tenant shall, at Tenant's sole expense, keep and maintain the entire Premises, including truck parking areas, and fences. ~~drains, and the interior and exterior of the buildings located thereon, including plumbing, electrical wiring, fixtures and mechanical equipment in good repair and in a clean and safe condition,~~ and repair and/or replace any and all of the foregoing in a good and workmanlike manner, as needed, provided, however, that ordinary wear and tear shall be excepted as shall casualties covered by insurance coverage to the extent of proceeds received. ~~Tenant shall, at Tenant's sole expense, immediately replace all broken glass in the Premises with glass equal to the specification and quality of the original glass. Tenant shall, at Tenant's sole expense, enter into a regularly scheduled preventive maintenance service contract with a maintenance contractor for servicing all hot water, heating and air conditioning systems and equipment in the Premises.~~ In addition, Tenant shall keep the parking areas in good order and repair and free from snow and ice.

### **7.2. Inspection of Premises.**

Landlord and its agents, representatives, and contractors shall have the right to enter the Premises at any reasonable time to inspect and provide security checks. ~~during Tenant's normal business hours, following prior written notice to Tenant, and further provided that Tenant shall have the right to be present at such entry, to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease. Landlord and Landlord's representatives may enter the Premises during normal business hours for the purpose of showing the Premises to prospective lenders, purchasers or prospective tenants (during the last year of the Lease Term); provided that Tenant shall have the right to be present at such entry.~~ Landlord shall have the right to erect a suitable sign on the Premises stating the Premises is available to let or that the Premises is available for sale.

## **8. ALTERATIONS AND ADDITIONS/TRADE FIXTURES.**

**8.1. Alterations and Additions.**

Any alterations, additions or improvements made by or on behalf of Tenant to the Premises ("Alterations") shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. All Alterations shall comply with insurance requirements and with applicable law, ordinances, and regulations, including, without limitation and to the extent applicable, laws and regulations regarding removal or alteration of structural or architectural barriers to handicapped or disabled persons-(and Tenant shall construct at its expense any alteration required by such laws or regulations, as they may be amended). All Alterations shall be constructed in a good and workmanlike manner and only good grades of materials shall be used. All plans and specifications for any Alterations shall be submitted to Landlord for its approval, and Landlord may thereafter monitor construction.

~~8.2. Signs.~~

~~Tenant shall not make any changes to the exterior of the buildings located on the Premises, install any exterior lights, decorations, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Upon vacation of the Premises, Tenant shall remove all signs and repair, paint, and/or replace the building facia surface to which its signs are attached, Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, bars or other security installations visible from outside the Premises shall be subject to Landlord's approval. Notwithstanding anything contained in this Section to the contrary, the Tenant shall be permitted to place a sign, as pre-approved by Landlord, adjacent to the entrance door to the Premises.~~

**9. ASSIGNMENT.**

**9.1. General.**

Without Landlord's prior written consent, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. Any consent to any such assignment, subletting or other transfer shall be at the reasonable discretion of Landlord.

**9.2. Additional Compensation.**

In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefore or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder 100% of all such excess consideration (net of broker's fees and related fees incurred in such assignment or sublet) within thirty (30) days following receipt thereof by Tenant. All rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind, except as otherwise set forth herein, and upon election by Landlord, such rentals shall be paid directly to Landlord.

### **9.3. Landlord Transfer.**

Landlord may transfer, in whole or in part, the Premises and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder, provided such transferee recognizes and assumes, in writing, Landlord's obligations and Tenant's rights hereunder.

### **10. INDEMNIFICATION AND WAIVER.**

Except for Landlord's negligence or willful misconduct, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's partners, officers, directors, agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including attorneys' fees) for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premises and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about on the Premises and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises (including, without limitation, any alteration by Tenant) or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under the provisions of this Paragraph 10.

Landlord and its partners, officers, directors, agents and employees shall not be liable for, and Tenant hereby waives all claims against such parties for, injury to persons or damage to property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or ~~in or~~ about the Premises from any cause whatsoever, excluding injury or damage caused in whole or in part, directly or indirectly, by the negligence or willful misconduct of Landlord or its partners, officers, directors, agents or employees.

### **11. SUBORDINATION.**

Tenant agrees that this Lease and all of the rights of Tenant hereunder are subject and subordinate at all times to any leases, mortgages, deeds of trust, leasehold mortgages or other security interests which may now or hereafter affect or encumber all or any portion of the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgagee or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.

The Tenant's interest in the Lease shall be subject to the lien of any presently existing or future mortgage or deed of trust or other security interests covering the Premises or the Premises. The Landlord and any successor Landlord or other assignee or transferee of Landlord's interest hereunder shall, upon transfer or assignment of Landlord's interests hereunder (or, whichever the case may be, the interest of any successor Landlord, assignee or transferee of Landlord's interest hereunder) be relieved of all further obligations and liabilities hereunder, provided, and only if, any such successor Landlord, assignee or transferee assumes all of Landlord's obligations, duties and liabilities hereunder and agrees to honor all of Tenant's rights hereunder. As a condition to this Lease, Landlord's mortgagee

or ground lessor, as the case may be, shall provide Tenant with a Non-Disturbance Agreement, stating that, provided Tenant is not in default (beyond applicable notice and cure periods) under this Lease, its tenancy hereunder shall not be disturbed. Such agreement shall be on a form reasonably acceptable to Landlord and Tenant.

**12. ESTOPPEL CERTIFICATE.**

Tenant agrees that Tenant will, within twenty (20) days following request of Landlord, execute either an estoppel certificate or an agreement among Landlord, Tenant and Landlord's mortgagee or ground lessor or purchaser certifying to such facts and agreeing to such notice provisions and other matters as such mortgagee, lessor or purchaser may reasonably require in connection with Landlord's present or future financing, lease or sale of the Premises and the Premises

**13. HOLDING OVER.**

If Tenant remains in possession after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay \$3,000 monthly. one hundred fifty percent (150%) of the Base Rent then payable hereunder. All other payments shall continue under the terms of this Lease. No holding over by Tenant after the term of this Lease shall be construed to extend the term of this Lease. Any holding over with the written consent of Landlord shall constitute, unless otherwise stated, a lease from month to month. Such obligation to pay rent shall not be deemed a waiver of Landlord's right to evict Tenant. Additionally, Tenant shall be liable to Landlord for any actual damages suffered by Landlord as a result of Tenant's failure to promptly surrender the Premises to Landlord upon the expiration or termination of this Lease.

**14. DAMAGE OR DESTRUCTION.**

**14.1. Effect of Damage and Destruction.**

If all or any portion of the Premises should be partially or wholly destroyed or damaged by fire or other casualty, Landlord shall have the right in its sole and complete discretion to repair or rebuild the Premises or to terminate this Lease.

**14.2. Base Rent Abatement.**

If the Premises or a portion thereof is not usable as a result of damage by fire or other casualty to the Premises or building in which the Premises are located, and Landlord elects to repair and/or reconstruct the damaged improvements, Base Rent and all additional Rent shall be abated for the period of repair and reconstruction in the proportion which the area of the Premises which is not usable by Tenant bears to the total area of the Premises or for the entire Premises if the Premises are not suitable for Tenant's permitted use. Such abatement shall be the sole remedy of Tenant, and to the extent permitted by applicable law, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

**15. DEFAULT.**

**15.1. Tenant's Default.**

The occurrence of any one or more of the following events shall be an event of default

and breach of this Lease by Tenant.

(a) Tenant fails to pay any installment of Rent or any other payment required hereunder within five (5) days after notice that same is past due; provided that notice shall not be given more than two times during any twelve (12) month period.

(b) Tenant fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease other than the payment of Rent, for a period of ten (10) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be cured within ten (10) days and if Tenant commences such performance within said ten (10) day period and thereafter diligently undertakes to complete the same, then such failure shall not be a default hereunder if it is cured within such reasonable additional time as necessary, not to exceed ninety (90) days following Landlord's notice.

(c) The institution of proceedings seeking the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets in, on or about the Premises or of Tenant's interest in this Lease (and Tenant or any guarantor of Tenant's obligations under this Lease does not regain possession within thirty (30) days after such appointment): Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within thirty (30) days thereafter).

(d) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant or any guarantor of Tenant's obligations under this Lease pursuant to any Federal or state statute, and, with respect to party such petition filed against it, Tenant or such guarantor fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same.

## **15.2. Remedies of Landlord.**

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses which Landlord may incur to cure such default including interest thereon at the maximum rate allowed under law and Landlord's reasonable attorney's fees; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, unless caused by Landlord's gross negligence or willful misconduct.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (ii) Landlord may reenter the Premises and dispossess Tenant or any other occupants of the Premises, by summary proceedings and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearage in rent; and (iii) notwithstanding a termination of this Lease, Landlord may: (a) declare an amount (the "Substitute Amount") that is equal (i) to the present value of all Rent (any amounts



included in Rent which may vary from time to time shall be determined based upon the amounts payable with respect to the 12 month period immediately preceding Tenant's breach) that would have been payable by Tenant during the remainder of the Term, less (ii) the present value of the fair market rental value of the Premises, for the remainder of the Term as determined by a commercial real estate broker selected by Landlord with such present values to be determined by discounting at an annual rate of interest which is equal to the interest paid on U.S. Treasury Notes issued at the time the calculation is made and with a one- year maturity. All such amounts, together with all Rent then due and any loss or damage which Landlord may sustain by reason of such termination and re-entry, shall be due and payable immediately upon demand by Landlord and shall bear interest at the rate of eighteen percent (18%) per annum from the date of such demand until paid; or (b) re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall immediately be obligated to pay to Landlord as damages the difference between (i) the Rent due hereunder and (ii) the amounts provided for in any lease covering a subsequent reletting of the Premises, for the period which would otherwise have constituted the balance of the Term of this Lease, together with all of Landlord's reasonable costs and expenses for preparing the Premises for re letting, including all repairs, tenant finish improvements, broker's and attorney's fees, and all loss or damage which Landlord may sustain by reason of such termination, re-entry and re-letting, it being expressly understood and agreed that the liabilities and remedies specified herein shall survive the termination of this Lease, or  
(iv) continue this Lease in full force and effect, but with the right at any time thereafter to elect options (a) or (b) immediately hereinabove.

Tenant and Landlord acknowledge and agree that payment to Landlord of the Substitute Amount, is a reasonable forecast of the actual damages that would be suffered by Landlord in case of a default by Tenant, which actual damages are otherwise difficult or impossible to ascertain, and therefore such payment and reimbursement together constitute liquidated damages and not a penalty. Any suit or action brought by Landlord to collect any such liquidated damages shall not in any manner prejudice any other rights or remedies of Landlord hereunder.

Should Landlord, following default as aforesaid, elect to continue this Lease in full force, Landlord shall use its commercially reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods as Landlord shall deem advisable, Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred in curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for re-letting, and re-letting the Premises.

If an event of default described in Paragraph 15.1 occurs, then, and in any such event, Landlord shall have the right to elect any of the remedies set forth above. If this Lease is assumed or assigned to a trustee, receiver, liquidator or other court appointed person or entity without Landlord's prior written consent, the parties and their respective successors (whether by operation of law or otherwise) agree that, upon such an assignment or assumption, any default must be cured or adequate assurances that such defaults will be promptly cured must be given and adequate assurances of future performance under this Lease must be provided.

### **15.3. Default by Landlord and Remedies of Tenant.**

It shall be a default and breach of this Lease by Landlord if it shall fail to perform or

observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease, as soon as practical, but not to exceed ten (10) days after notice thereof from Tenant provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such ten-day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same within thirty (30) days after notice.

To the extent Landlord has not commenced to perform as required pursuant to this Lease, Tenant may perform such obligations and upon presentment to Landlord of a statement evidencing payment by Tenant of the cost of performing such obligations, Landlord shall reimburse Tenant for such costs. Notwithstanding anything to the contrary contained in this Lease, Tenant agrees and understands that Tenant shall look solely to ~~the estate and~~ property of Landlord in the Premises and the Premises for the enforcement of any judgment (or other judicial decree) requiring the payment of money by Landlord to Tenant by reason of any default or breach by Landlord in the performance of its obligations under this Lease, it being intended hereby that no other assets of Landlord shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Tenant in the event of such default or breach.

#### **15.4. Non-Waiver of Default.**

The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach, The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

#### **15.5. Exemption of Landlord from Liability.**

Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Property, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, theft, criminal activity at the Premises, negligent security measures, bombings or bomb scares, hazardous waste, fire, steam, electricity, gas, water or rain, breakage of pipes, sprinklers, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Premises, or of the equipment, fixtures or appurtenances applicable thereto. Tenant, as a material part of the consideration to Landlord hereunder, hereby assumes all risk of damage to property of Tenant or injury to persons, in, upon or about the Premises arising from any cause, excluding Landlord's gross negligence or willful misconduct and willful misconduct or the gross negligence of its agents, partners or employees, and Tenant hereby waives all claims in respect (hereof against Landlord, its agents, partners and employees.

#### **16. MISCELLANEOUS.**

### **16.1. Notices.**

Any notices, requests, demands, payments, or other communications pursuant to this Lease shall be in and may be given by certified mail, return receipt requested, personal delivery, Federal Express, or other delivery service or by facsimile delivery (with confirmation by hard copy). If notice is given by certified mail, return receipt requested, notice shall be deemed given three (3) days after notice is deposited in the U.S. Mail, postage pre-paid, addressed to Tenant or to Landlord at such party's principal office. If notice is given by personal delivery, Federal Express, or other delivery service, notice shall be deemed given by the date the notice is actually received by Landlord or Tenant.

### **16.2. Quiet Possession.**

Upon Tenant paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease, without interference from Landlord or anyone claiming by, through or under Landlord.

### **16.3. Surrender of Premises.**

(a) Removal/Repair. Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Landlord may, by notice to Tenant, require Tenant at Tenant's expense to remove any or all Trade Fixtures and/or any or all non-structural Alterations and to repair any damage caused by such removal. Any Trade Fixtures, non-structural Alterations, or other property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All Alterations shall remain in the Premises as the property of Landlord unless Landlord and Tenant agree otherwise at the time of installation of such Alterations.

(b) Survival. All obligations of Tenant and Landlord hereunder not fully performed as of the Termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, all payment obligations with respect to Taxes and Insurance and all obligations concerning the condition and repair of the Premises. Upon the termination of the Lease Term and prior to Tenant vacating the Premises, Tenant shall pay to Landlord any amount, in excess of the Security Deposit, reasonably estimated by Landlord as necessary to put the Premises, including without limitation, all heating and air conditioning systems and equipment serving the Premises in good condition and repair, reasonable wear and tear excepted.

The failure of Landlord to issue a statement to Tenant for any non-recurring charge due from Tenant to Landlord under the Lease within six (6) months after the earlier to occur of: (i) the date such charge was incurred by Landlord, or (ii) the expiration or termination of this Lease, shall constitute a waiver of such charge by Landlord.

### **16.4. Landlord's Inability to Perform.**

Except as set forth herein, this Lease and the obligation of Tenant to pay Rent hereunder and perform all of Tenant's covenants and agreements hereunder shall not be impaired nor shall Landlord be in default hereunder because Landlord is unable to fulfill any of its obligations under this Lease, if Landlord is prevented or delayed from so doing by any accident, breakage, repairs, alterations, improvements, strike or labor troubles, or any outside cause whatsoever beyond the reasonable control of Landlord, including, but not limited to, ~~energy shortages~~ or governmental preemption in connection

with a national emergency, or by reason of government laws or any rule, order or regulation of any department or subdivision thereof of any governmental agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

**16.5 Attorneys' Fees.**

In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereunder, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable legal fees, court costs and associated costs incurred at the trial level and at all levels of appeal, the amount thereof to be determined by the court in which the matter is maintained.

**16.6 Entire Agreement.**

This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter hereof, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

**16.7 Assignment by Landlord.**

Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease provided that assignee assumes Landlord's obligations under the Lease, or Landlord remains liable under the Lease if the assignee does not assume Landlord's liabilities hereunder.

**16.8 Successors and Assigns: Pronouns.**

This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment may be approved by Landlord hereunder or permitted hereunder, Tenant's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other,

**16.9. Broker's Fee.**

Tenant and Landlord each represent and warrant to the other that neither has had any dealings or entered into any agreements with any person, entity, or broker in connection with the negotiation of this Lease, and no other broker, person, or entity is entitled to any commission or finder's fee in connection with the negotiation of this Lease, and Tenant and Landlord each agree to indemnify, defend and hold the other harmless from and against any claims, damages, costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings, actions or agreements of the indemnifying party.

**16.10. Severability.**

The invalidity of any provision of this Lease as determined by a court of competent

jurisdiction shall in no way affect the validity of any other provision hereof.

**16.11. Time of Essence.**

Time is of the essence with respect to each of the obligations to be performed by Tenant under this Lease.

**16.12. Governing Law.**

This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

**16.13. Mortgagee's Requirements.**

If any mortgagee should require that this Lease be amended in any manner (other than in the description of the Premises, the Lease Term, the purpose, or rent hereunder) which amendment does not reduce Tenant's rights or increases Tenant's obligations hereunder, Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a lease supplement agreement embodying such amendments. Tenant shall, within thirty (30) days after receipt of Landlord's notice, consent to such reasonable amendments and execute the tendered lease supplement agreement.

**16.14. Rules and Regulations.**

Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time-to-time established by Landlord covering use of the Premises. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. In order to be effective, any such rules and regulations shall be communicated to Tenant in writing, shall be reasonable and non-discriminatorily enforced.

**16.15. Financials.**

At Landlord's request, but not more frequently than once each quarter if the same are not otherwise publicly available without cost, Tenant shall furnish Landlord with true and complete copies of Tenant's and Guarantor's most recent annual and quarterly financial statements prepared by Tenant and Guarantor or their accountants.

**16.16. Waiver of Jury Trial.**

LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

16.17. **Signing Authority.** Landlord warrants and represents that it is owner of the Premises and that it has the full right and authority to enter into and perform this Lease and to grant the estate herein demised.

16.18. **Force Majeure.** Except for the payment of Rent, Tenant is excused from performing any act required under this Lease while it is delayed for a reason beyond its control, such as a strike, lockout, labor trouble, material or equipment shortage, governmental or quasi-governmental law or regulation, power failure, adverse weather, fire, riot, insurrection, or war.

LANDLORD AND TENANT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES, TENANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY ITS LEGAL COUNSEL PRIOR TO ITS EXECUTION, PREPARATION OF THIS LEASE BY LANDLORD OR LANDLORD'S AGENT AND SUBMISSION OF SAME TO TENANT SHALL NOT BE DEEMED AN OFFER BY LANDLORD TO PREMISES. THIS LEASE SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED A FULLY EXECUTED ORIGINAL OF THIS LEASE TO TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease for reference purposes only as of the date first above written.

CITY OF MARIANNA, FLORIDA / LANDLORD

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
TRAVIS H. EPHRIAM, Mayor-Commissioner

**TENANT:**

**COWAN SYSTEMS, LLC**

By: \_\_\_\_\_(SEAL)  
Herman E. Funk, Jr., Vice President

