

# College of Veterinary Medicine

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**Nationwide Certification Program – Canine Care  
Certified – Establishes Rigorous Standards for  
Breeders**

## Guidelines, audits are first to comprehensively focus on behavior and physical health of dogs.

For those seeking a breeder to help them add a canine companion to their homes, it can be difficult to find a trusted source of information to guide or inform them about how their prospective dog was raised. To help people make informed decisions and to do our part to help protect the welfare of dogs coming from professional dog breeders, we created Canine Care Certified.

Canine Care Certified is a nationwide, voluntary program that addresses the health and overall welfare of dogs in the care of breeders in the United States. It is the only program that not only incorporates measures of the physical health of dogs and puppies raised by breeders, but also strongly emphasizes their behavioral well-being.

Breeders seeking to be certified must meet or exceed rigorous standards for physical and behavioral welfare in areas such as nutrition, veterinary care, genetic screening housing, handling and exercise.

The certification program is based on standards developed and led by Dr. Candace Croney, Ph.D. at Purdue University in 2013. Consumers and pet owners can be assured that dogs and puppies raised by the program's certified breeders are cared for under stringent standards.

The standards are informed by ongoing research conducted by the Croney lab and other experts in canine welfare science. To learn more about the research, [visit our welfare of breeding dogs site](#). While the initial funding for the research was provided by the World Pet Association and the Pet Food Institute, to avoid any conflict of interest, these and our current funders (the Stanton Foundation) have no involvement, direct or indirect, in the design, conduct or reporting of the research or in the development of the standards.

In addition to the research and standards programs, breeders, shelters and rescues, canine health and welfare stakeholders, and interested community members are



offered numerous related educational resources and continuing education opportunities. To learn more about these, [visit our engagement site](#).

Like you, we love dogs. We want to support good breeders and end “puppy mills.”

Canine Care Certified helps breeders to set high standards for welfare, and helps you to be sure that your pup came from a kennel where dogs are treated well.

### **Information for Breeders**

Science-based standards for breeders to ensure a higher, documented quality of care for dogs and puppies.

### **Breeder Information**

Canine Care Certified establishes extensive, science-based standards for breeders to ensure a higher, documented quality of care for dogs and puppies. Canine Care Certified is wholly administered by Purdue University.

### **Overview**

The Standards of Care were created by Dr. Candace Cronney, Ph.D. at Purdue University in 2013 based on existing and ongoing research. They were further developed in collaboration with recognized academic and practicing animal science, and veterinary medicine leaders with expertise in diverse canine welfare sciences (e.g., genetics, physical health, and behavior).

Consumers and pet owners can be assured that dogs and puppies raised under the program by certified breeders are cared for under stringent standards.

*“It was important for us to participate in Canine Care Certified because we are committed to always raising the bar and improving the lives of dogs. Through our participation in the program, we have improved our documentation practices, enhanced public perception and awareness about*



*responsible dog breeding, and highlighted our dedication to ensuring dogs are well cared for.*

*This has been a heartwarming and comforting process for the new pet families we are working with daily. They don't have to assume anything about how the dog was raised. It's laid out for them in the standards. They understand and can see, through our certification, our sincere desire to always raise the bar.*

*It is my hope that the pet community knows that this is a voluntary program that is backed by science."*

**-Terry Buening, Canine Care Certified Breeder (My PawPaws Puppies)**

**Sign Up For Certification Today!**

## **Consumer Information**

**What's a puppy mill and how does Canine Care Certified help to address the puppy mill problem?**

While no standard definition of "puppy mill" exists, we define puppy mills as a dog breeding facility where profit is clearly given priority over the well-being of the dogs, and where there is no interest in or effort toward addressing welfare problems. For more details, see our [research webpage](#). We study dogs kept at commercial breeding kennels. Licensed commercial breeders vary in the quality of life they offer to their dogs. However, they must at minimum be USDA inspected, and must comply with state and federal standards for dog care and well-being.

Ensuring that puppy mills cannot thrive depends on people being able to recognize and avoid them, law enforcement being able to regulate them, and responsible breeders having the resources they need to help meet public demands for a sustainable supply of healthy, ethically raised dogs and puppies. Canine Care Certified addresses all of these areas. The program provides a mark that helps consumers identify dogs raised under stringent welfare standards. Although the program is voluntary, it potentially



complements existing laws, which by definition have to be written as minimum standards. Voluntary participation in much higher standards like Canine Care Certified helps breeders act in alignment with public expectations that dogs deserve more than minimum care and welfare. Even better, it helps breeders to demonstrate ethics in action since they are choosing to go above and beyond what the law requires in caring for their dogs and puppies.

**What does it mean to purchase a dog from a Canine Care Certified breeder?**

For consumers, the designation indicates that puppies and dogs raised by a Canine Care Certified breeder are raised under an independently audited program that ensures that specific health and welfare standards have been met. Dogs from certified breeders may be sold privately or commercially.

The program provides an added measure of assurance that certified breeders are attending to their dogs' physical, genetic, and behavioral health, and are committed to continuously raising the bar on the standard of care and attention they offer to their dogs.

**Certification matters**

Animal scientists and veterinarians know that physical health is only one measure of the welfare of a dog or puppy.

When choosing a dog or puppy raised by a breeder, consumers have a right to expect that not only were the basic necessities met but also that the dog's physical, social and behavioral needs were addressed.

Consumers also can trust that certified breeders are required to have ongoing education focused on meeting the genetic, physical health, and behavioral needs of dogs and puppies.

**A few considerations for informed consumers**

Certified breeders raise dogs and puppies to specific health and welfare standards. However, these dogs and puppies will still exhibit what are considered





"normal" behaviors – chewing, jumping, etc. While the standards for certified breeders provide guidance on dogs' behavioral needs and steps they must take to support these, all dog owners should expect to invest in basic training of their pets (including potty training) to help them successfully transition to their new homes.

Before bringing a dog home, every family should educate themselves on the needs of the type of dog they are considering to ensure that they can provide for those. Adding a furry member to the family is a big decision that requires extensive research on the part of the consumer on not just the type of dog they are considering, but also on the individual dog they are deciding on and the parents of that dog.

#### **How to learn more about Canine Care Certified breeders**

Take the time to review this website and learn more about Canine Care Certified and the specific standards that encompass caring for dogs' physical and behavioral needs.

#### **What to Ask the Breeder or Pet Store**

Consumers wishing to purchase a puppy or dog that has been raised to the rigorous standards of the Canine Care Certified program should ask the retail outlet or breeder for proof of current certification.

Breeders should be able to provide customers and consumers with a current copy of their certification.

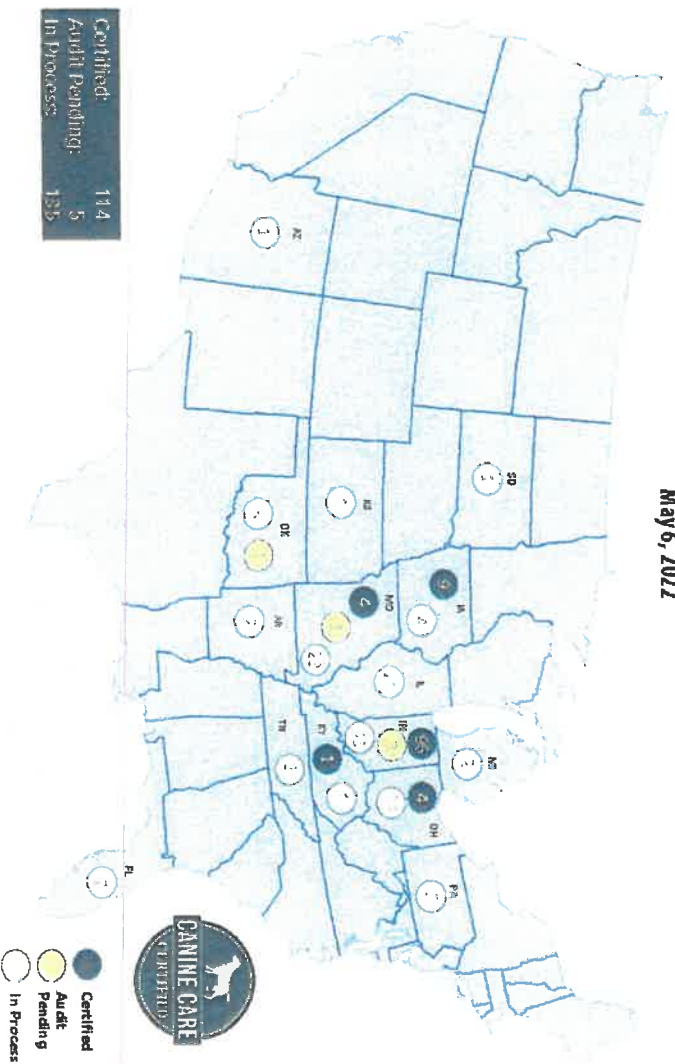
When purchasing a dog at a retail pet store or other commercial location, ask the retailer whether they purchase animals raised by Canine Care Certified breeders.

Ask to see a copy of certification paperwork for their breeders.



## CANINE CARE CERTIFIED BREEDERS BY STATE

May 6, 2022



### Information for Veterinarians

The participation of veterinarians is a critical component of Canine Care Certified. By evaluating wellness and medical care, veterinarians are protecting the welfare of breeding dogs and their puppies as well as the interests of both breeders and consumers.

#### Forms and Resources

Canine Care Certified breeders must work with their attending veterinarian to demonstrate that they are meeting the rigorous standards set forth by the program. For a breeder to move forward in the certification process, their veterinarian must complete and submit the Veterinary Care Form. Breeders are encouraged to respect their veterinarian's time, discuss fee structure, and schedule an appointment to review any documents at convenient times for the practice. If you would like to fill out the form online, please email [caninecarecert@purdue.edu](mailto:caninecarecert@purdue.edu) and include the breeder and kennel name you are assisting.

The Veterinary Care Form may be mailed or faxed to:



**Canine Care Certified Program**

725 Harrison Street

Purdue University

West Lafayette, IN 47907

Fax: 765-494-9830



**RED ROCK REGENCY, LLC  
SHOPPING CENTER LEASE**

THIS LEASE made and entered into on this 30<sup>th</sup> day of September, 2021 by and between RED ROCK REGENCY, LLC whose address and principal place of business is PO Box 2393, Stuart, FL 34995, hereinafter referred to as "Landlord," and DELRAY PETLIFE, LLC hereinafter referred to as "Tenant";

**W I T N E S S E T H**

1. **PREMISES:** In consideration of the rents to be paid by Tenant hereunder and the terms, covenants, conditions and agreements as herein set forth, Landlord hereby leases unto Tenant and Tenant hereby leases from Landlord the space, facilities and improvements (hereinafter referred to as the "Premises") known as and described herein as:

Store # C-15, 16 located in that certain retail shopping center located at the southwest intersection of U.S. Highway #1 and Monterey Road Extension in Stuart, Florida, and having an address of 2468 SE Federal Highway, Stuart, Florida 34994 [which retail shopping area is referred to as "Regency Square", the "Center" or "Shopping Center" ]. The Premises shall contain approximately 2,400 square feet of space within the aforesaid store area plus a proportionate non-exclusive share of the facilities, parking areas, elevator, and driveways which service the Shopping Center. See Exhibit B.

2. **OCCUPANCY OF PREMISES:** The Premises shall be available for occupancy approximately on or before October 1<sup>st</sup>, 2021. Tenant shall have the right to commence work on the Premises as soon as Landlord delivers possession of the premises to Tenant vacant and free and clear of the existing tenant and shall have the right to open for business as soon as possible thereafter. By occupying the Premises as Tenant, Tenant accepts the Premises as constructed and acknowledges that the Premises are in proper condition as agreed upon between the parties hereto.

3. **TERM OF LEASE AND OPTION PERIOD:** The term of this Lease shall commence October 1<sup>st</sup>, 2021 (the "Lease Commencement Date") and Tenant shall begin paying Rent on January 1<sup>st</sup>, 2022 (the "Rent Commencement" Date) continue from said date until December 31<sup>st</sup>, 2026 (the "Lease Expiration Date").

At the expiration of the initial Term, Tenant shall have the option to renew and extend this Lease for one (1) period of five (5) years, upon the same terms, covenants and conditions herein contained, except that the Rent shall increase annually at a rate of three percent (3%). Such right to extend shall be exercised by written notice from Tenant delivered to Landlord by United States registered or certified mail, at least three (3) months prior to the expiration of the initial term. Landlord shall have the option in Landlord's sole and absolute discretion to not



extend the term for the renewal period of the Leased Premises if Tenant has ever been in default (which default was not cured within any applicable grace period) at any time under this Lease Agreement.

4. **GROSS RENT:** Tenant agrees to pay to Landlord as Gross Rent for the Premises the sum of \$3,800.00 per month, plus any applicable sales tax (currently 6.0%) which totals \$4,028.00 per month, payable in advance without demand, notice or set off, on the first day of each and every month during the term hereof. Provided, however, if the rent is not paid by the 10th day of any month, Tenant shall pay a "late charge" equal to ten percent (10%) of any monthly payment which is not paid on the due date thereof, to cover the extra expense involved in handling delinquent payments, provided that collection of said late charge shall not be deemed a waiver by the Landlord of any of its other rights under this Lease. Acceptance by Landlord of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount due shall be and continue to be an Event of Default.

All payments of rent shall be made payable to and delivered at **Red Rock Regency LLC, PO BOX 2393, Stuart, Florida 34995** or to such other person or corporation or such other place as shall be designated by Landlord in writing.

5. **ABANDONMENT:** If the Tenant shall abandon or vacate the Premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the Landlord may, at his option, forthwith cancel this lease and may enter said Premises as the agent of the Tenant, by force or otherwise, without being liable in any way therefor, and re-let the Premises with or without any furniture, fixtures, goods and chattels of Tenant which may be therein, as the agent of the Tenant, at such price and upon such terms and for such duration of time as the Landlord may determine, and receive the rent therefor, applying the same to the payment of the rent due by their presents, and if the full rental herein provided shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the said Tenant shall pay any deficiency, or Landlord may accelerate the rent for the term of the lease and demand and receive such accelerated rent from Tenant.

6. **SECURITY DEPOSIT:** Tenant shall deposit with Landlord a Security Deposit in the amount of \$4,028.00 as a security deposit to be applied toward any damages that may occur to the Premises as a result of any act of the Tenant, his employees, visitors, invitees, licensees or agents which is in violation of any of the terms and conditions of this Lease or toward any default in rent payments. If this Lease is not in default thirty (30) days after the expiration of this Lease, the balance of the security funds, less the amount actually applied toward damages or funds payable to Landlord, shall be returned to the Tenant. The deposit shall be forfeited by Tenant upon Default in any of the terms or conditions of this Lease.

7. **ANNUAL ESCALATION IN BASE RENT:** Tenant will pay beginning year 2 (the 13<sup>th</sup> month following the Rent Commencement Date) the sum of \$4,200.00 plus sales tax for a total of \$4,452.00. Thereafter the Gross Rent provided for above which the Tenant

shall pay for each succeeding one (1) year shall be increased by Three Percent (3%) annually.

**8. NOISE AND ODOR:** In the event that there are animal noise(s) coming from the Premises disturbing the neighboring tenants in the Center, the Landlord shall provide written notice to Tenant and Tenant shall then have thirty (30) days from receipt of the written notice from Landlord to soundproof the two demising walls to the extent that the animal noise(s) shall no longer disturb the neighboring tenants. If Tenant's efforts to soundproof the walls are not effective or if Tenant fails to soundproof the walls, Landlord shall have the right to terminate this Lease by providing Tenant written notice of such termination, which shall be effective Thirty (30) days following the date of the termination notice. In the event that animal odors disturb the neighboring tenants in the Center, the Landlord shall provide written notice to Tenant and Tenant shall then have ten (10) days from receipt of the written notice from Landlord to permanently remove the odors. If Tenant's efforts to remove the odors are not effective or if Tenant makes no efforts to remove the odors, Landlord shall have the right to terminate this Lease by providing Tenant written notice of such termination, which shall be effective Thirty (30) days following the date of the termination notice. The Landlord shall have the right to inspect the Premises unannounced and without notice to make sure the Premises is clean, odor free, and noise free.

**9. USE OF PREMISES:** The Premises shall be used and occupied solely by the Tenant and Tenant's employees and for the purpose of a Retail Pet Store and Pet Supplies Boutique, Grooming Salon & Spa, Veterinary Services, which will include, but not be limited to the sale of live animals, (domestic small animals) and Sale/adoption of rescued pets under the Trade Name of The Noble Paw; (provided Tenant complies with all local governmental regulations regarding Tenant's intended operations at the Premises) and for no other purpose without Landlord's written consent. The Premises shall specifically not be used for any illegal purpose or any purpose not in compliance with any statute or governmental regulation.

**10. CONDITION OF PREMISES AND IMPROVEMENTS:**

(a) Landlord shall maintain the structural soundness of the Premises, the outside walls and roof (except for conditions caused by or created by Tenant, its agent or its invitees) of the Premises, elevators, and the sub-surface of all parking areas, sidewalks and driveways, (but excluding resurfacing, the expenses for which shall be treated as a Common Area Maintenance Costs as provided below).

Tenant at its expense, shall maintain and keep in good repair the inside of the Premises, including the plumbing, electrical systems and wiring, interior walls, partitions, interior and exterior doors, windows, ceilings, and floor coverings, and Tenant shall be responsible for all damage to glass, glass windows, and glass doors.

Tenant at its expense shall maintain and keep in good repair and replace the heating, ventilating, and air conditioning systems (HVAC) including wiring, ducts and HVAC controls. Tenant agrees to enter into a quarterly maintenance and service agreement with a certified HVAC contractor and maintain the HVAC units in accordance



with generally accepted practices during the term of this Lease. Tenant will be responsible for the first \$1,000.00 of any repair or replacement required to the HVAC systems per unit, per Lease year. Landlord will be responsible for all costs above the \$1,000.00 per unit, per Lease year. If Tenant fails to maintain the HVAC Systems in accordance with this provision, then Landlord shall have no responsibility for costs toward the repair or replacement of the HVAC Systems during the term of this Lease or any extensions hereof.

Other than the Tenant Improvements to be installed by Tenant as provided for herein, Tenant shall not make any alterations in the Premises without prior written consent of the Landlord. Tenant shall not perform any acts or carry on any practice which may injure the Premises or be a nuisance, menace, or speak in a loud, profane or obscene language to other tenants, agents or employees of the Landlord or members of the public in or about the Buildings. Tenant shall not perform any acts or carry on any practice which may injure the Premises or the Buildings or any of the other tenants or their entities or be a nuisance or menace to other tenants in the Buildings. Tenant at all times shall also keep the Premises under its control, as well as the common areas surrounding Tenant's Premises, clean and free from rubbish and infestation caused by Tenant, Tenant's employees, Tenant's customers, or Tenant's invitees.

Any and all structural repairs and/or improvements to the interior of the Tenant's Premises that presently exist within the Premises or as modified or newly installed by Landlord and all improvements including attached shelving, bookcases and credenzas and any carpeting shall become the property of Landlord upon installation and shall remain the property of the Landlord upon termination of the Lease, and shall only be made or installed by Tenant after Landlord's written approval of such work and only after Tenant's compliance with all applicable rules, regulations, ordinances and appropriate licenses required thereof by any governmental or regulatory agency having jurisdiction over the Premises and the Buildings comprising the Shopping Center.

All improvements made by the Tenant to the Premises which are so attached to the Premises that they cannot be removed without injury to the Premises, shall also become the property of the Landlord upon installation.

At the termination of the Lease, Landlord shall have the right to require Tenant to remove any property which may have been installed by Tenant and which may be deemed to be Landlord's property as stipulated herein. If so requested within 90 days of the termination date of the Lease (90 days before or 90 days after), Tenant shall remove all such property and be responsible for repairing all damage to the Premises caused by such removal. If Tenant does not remove such property within 30 days of such Notice (but no later than 15 days after the end of the Lease term), then Landlord may enter the Premises and remove such property and Tenant shall reimburse Landlord for the costs of such removal and the cost of any repairs needed which were caused by such removal. If Landlord elects to remove such property, Landlord may but shall not be obligated to store such property or dispose of such property as elected by Landlord in its sole discretion, all of which shall be done at Tenant's expense. Any costs or reimbursements due to Landlord



from Tenant as may be owed by Tenant to Landlord hereunder shall be deemed Additional Rent due under the Lease.

(b) Not later than the last day of the term of the Lease, the Tenant, at its expense, shall remove any of the Tenant's personal property which has not become the property of the Landlord as provided above and surrender the Premises in as good condition as they were at the beginning of the term of this Lease. Any such personal property which has not become the property of Landlord and which has not been removed prior to the end of the Lease term, shall conclusively be deemed to have been abandoned and may be removed by the Landlord, and the Tenant shall reimburse the Landlord for the cost of such removal and any repairs caused by such removal, or Landlord may, at its option, have any such property stored at Tenant's risk and expense and either of such costs may be deducted from the Security Deposit, if any, or shall be paid by Tenant to Landlord as Additional Rent within ten (10) days of notice to Tenant.

**11. JANITORIAL SERVICE:**

(a) All janitorial services on the interior of the Premises or relating to Tenant's use of the Premises shall be furnished by the Tenant at Tenant's sole cost. Tenant shall keep the sidewalks and the area in front of its retail space clean and presentable for the public. Tenant will indemnify Landlord for any damages or liabilities caused or created by Tenant's janitorial staff and/or their agents including any costs caused by Tenant's failure to utilize Tenant's own trash collection receptacles as provided in (c) below for any trash or debris disposed of by Tenant or its janitorial staff. Tenant shall also reimburse Landlord for any extra costs incurred due to Tenant's failure to utilize receptacles as may be designated by Landlord or by the local trash collection entity (City, County, or private company), and Tenant shall reimburse Landlord for any extra costs caused by Tenant's improper, unusual or excessive use of such trash, garbage or refuse facilities.

(b) The exterior of the Premises, the parking and other Common Areas shall be maintained and cared for by Landlord.

(c) Tenant shall comply with all trash, rubbish and garbage removal and collection regulations as established from time to time by the local utility authority having jurisdiction over the Premises and both Tenant's and Landlord's use thereof.

**12. ELECTRIC AND OTHER UTILITIES REQUIRED BY TENANT:** All water, gas, electricity and any other utility services which Tenant may desire or require for its use shall be the sole responsibility of Tenant. Tenant shall determine if any utilities or extra capacities are required by Tenant prior to Tenant's execution of this lease and the responsibilities for the hook-up, deposits, (including reimbursement to Landlord or to a third party if such party has previously advanced the deposit for the use of such utilities within the Premises), and consumption for all such utilities shall be Tenant's obligation. Any default by Tenant in its obligations to the respective utility companies shall be a Default in this Lease.



Landlord shall not be responsible or liable for and the Tenant shall indemnify and save Landlord harmless from any and all claims, liability and expenses in connection with the quality, quantity, or interruption of sewer, water, electric power, gas, telephone, heat, air conditioning or any other utility service or the repair and/or replacement thereof. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facility and that if Tenant desires to install any equipment which shall require additional utility facilities, then Tenant shall require the prior written approval of Landlord and if obtained, Tenant shall install such at Tenant's expense and in accordance with plans and specifications if required by Landlord (at Landlord's sole discretion).

Tenant understands that there is no water sub-meter for the Premises and tenant does not incur any charges for water or sewer usage at this time. At any time during this lease term, Landlord reserves the right to install such sub-meter and bill Tenant for water and sewer usage at the same rate charged by the City of Stuart.

Tenant hereby acknowledges with Landlord that Tenant has or will obtain its own electrical meter for electric usage within Tenant's Premises including Tenant's exterior signage and Tenant shall cause such bills to be paid on a current basis, and any failure to so pay such bills to the electric company shall be a Default in this Lease.

**13. COMMON AREA ELECTRIC CHARGES:** All electric charges for use within the Premises or in or about the total retail Shopping Center (including the common tenant signage panels) within which the Premises are located shall be the responsibility of the Tenant.

**14. COMMON AREA MAINTENANCE COSTS:** Purposely Omitted.

**15. TENANT INSURANCE:** Tenant shall, at its own cost and expense, maintain at all times during the Lease term a comprehensive public liability insurance policy protecting Landlord against all claims or demands that may arise or be claimed on account of Tenant's use of the Premises, in an amount of at least **\$1,000,000.00** for death or injuries to any one person, **\$1,000,000.00** for death or injuries to more than one person, and **\$1,000,000.00** for damages to property, including fire and extended coverage, with coverage in an amount of not less than 80% of the actual replacement value of any alterations, additions, or improvements, trade fixtures, merchandise and other personal property from time to time on the Premises and shall name Landlord as Additional Insured. The insurance shall be written by a company or companies acceptable to Landlord, authorized to engage in the business of general liability insurance in the State of Florida, and having a rating equal to AAA in "Best's Insurance Guide". Tenant shall deliver to Landlord, prior to opening for business and annually thereafter, certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. Tenant further agrees to maintain at all times during the Lease term, at Tenant's cost, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Landlord with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. No such policy



shall be cancelable except upon thirty days prior written notice to the Landlord. At its option, Landlord may request Tenant to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Landlord 30 days written notice before any cancellation shall be effective. The insurance policies shall be provided by Tenant and shall be for a period of at least one year. If Tenant fails to furnish policies or certificates showing policies to be paid in full as provided in this Lease, Landlord may obtain the insurance, and the premiums on that insurance will be deemed Additional Rent to be paid by Tenant to Landlord on demand. Each policy of insurance shall name the Landlord and, at Landlord's request, Landlord's mortgagee, as an additional insured, as their respective interests may appear.

**16. SIGNS:** In order to maintain the architectural theme and aesthetic beauty of the Shopping Center, no sign, picture, or other advertising material shall be affixed to the interior or exterior of any glass window or door of the Premises or be affixed to the Building itself, or be erected or constructed on any exterior part of the Building or the Premises on which the Premises are located without the prior written approval of the Landlord. No temporary sign shall be placed upon any glass window or door without Landlord's written consent. In the event that the Tenant violates any of the provisions of this paragraph or fails to obtain the written consent of the Landlord or otherwise erects or maintains any sign or advertising which is not, in the opinion of the Landlord, in general conformity with the architectural theme and aesthetic beauty of the Building, the Landlord may, after giving written notice to the Tenant, remove such sign and may if necessary, enter upon the Premises to remove such sign without being deemed guilty of trespass or incurring any liability whatsoever to Tenant. Landlord shall prescribe to Tenant a proposed "Standard Signage" regulations for signs to be used on the canopy of the building which Tenant agrees to abide with. All signs whether owned by Tenant or Landlord shall be further subject to the Rules and Regulations of the City Of Stuart, notwithstanding any approvals which Landlord may grant.

Tenant shall not have any rights to any central signage on pylon signage or otherwise as may be erected by Landlord from time to time unless such right is granted by a separate written approval which in all respects shall be subject to the approval and regulations of the City of Stuart.

**17. GUARANTY** - See attached Exhibit "C"

**18. LIGHTING:** All interior ceiling lighting fixtures shall be in their present "as is" condition as of the Commencement Date and shall be maintained (including replacements) by Tenant. The existing lighting fixtures and any new fixtures permanently affixed to the Premises shall become a part of the Premises and shall be left in the Premises at the expiration of this Lease. Tenant accepts the present night lighting in the parking areas as satisfactory to Tenant and its invitees, and Tenant shall pay its Proportionate Share of such costs for the exterior lighting as provided above.



19. **ASSIGNMENT/SUBLET:** Notwithstanding any references to assignees, subtenants, concessionaires or other similar entities in this Lease, Tenant shall not: (i) assign or otherwise transfer, mortgage or encumber this Lease or any of its rights hereunder, (ii) sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any persons other than Tenant or its agents or (iii) permit the assignment or other transfer of this Lease, or any of Tenant's rights hereunder, by operation of law or otherwise. Any such attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest therein and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Premises in violation of the foregoing, whether voluntary or involuntary, or by operation of law or otherwise, in addition to being a default under this Lease, shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee or occupant. Further, any violation under the preceding sentence shall, at Landlord's option, terminate this Lease without relieving Tenant of any of its obligations hereunder for the balance of the stated Lease Term. Nothing contained elsewhere in this Lease shall authorize Tenant to enter into any franchise, concession, license, permit, subtenancy, departmental operation arrangements or the like, except pursuant to the provisions of this Section.

A. If Tenant is a corporation, then the sale, issuance or transfer of any voting capital stock of Tenant or of any corporate entity which directly or indirectly controls Tenant (unless Tenant is a corporation whose stock is traded on the New York Stock Exchange, the American Stock Exchange, NASDAQ or any other nationally recognized exchange) which shall result in a change in the voting control of Tenant or the corporate entity which controls Tenant shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section. If Tenant is a partnership or an unincorporated association, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership or unincorporated association or corporation which directly or indirectly controls Tenant, or the transfer of any portion or all of any general partnership or managing partnership interest, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section. If Tenant is a Limited Liability Company, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any limited liability company which directly or indirectly controls Tenant, or the transfer of any portion or all of any operating or ownership interest in the limited liability company, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section.

B. The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease or as a waiver or release of the non-assignability covenants in their future application, nor shall the collection or acceptance of rent payments from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant from any covenant or obligation contained in this Lease. If this Lease is transferred or assigned, as aforesaid, or if the Premises, or any part thereof, be sublet

or occupied by any person or entity other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law, or otherwise, then Landlord may in addition to, and not in lieu of, any other rights and remedies under this Lease or pursuant to law which Landlord may be entitled as a result thereof, collect rent payments from the transferee, assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such transfer, assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants contained herein or the acceptance of the transferee, assignee, subtenant or occupant as tenant under this Lease, or release Tenant from the performance of the covenants required of it as set forth in this Lease.

C. Without conferring any rights upon Tenant not otherwise provided in this Section, should Tenant desire to enter into any assignment, sublease or transfer of this Lease or Tenant's rights hereunder, Tenant shall request in writing Landlord's consent thereto at least ninety (90) days before the proposed effective date thereof, providing the following: (i) the full particulars of the proposed assignment, sublease or transfer, including its nature, effective date, terms and conditions and copies of any offers, draft agreements, subleases, letters of commitment or intent, and other documents pertaining to the proposed assignment, sublease or transfer; (ii) a description of the identity, net worth and previous business experience of the proposed assignee, subtenant or transferee including, without limitation, copies of the proposed assignee's, subtenant's or transferee's latest income, balances sheet and changes in financial position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the proposed assignee, subtenant or transferee; (iii) any further information and documentation relevant to the proposed assignment, sublease or transfer with Landlord shall request after receipt of Tenant's request for consent including, without limitation, a written assumption agreement from the assignee or transferee. Tenant shall pay Landlord One Thousand Five Hundred and no/100ths Dollars (\$1,500.00) for Landlord's administrative costs (the "Administrative Fee") and shall reimburse the Landlord for all out-of-pocket expenses (including, without limitation, reasonable attorney's fees) incurred in connection with processing any proposed assignment or sublease; the Administrative Fee shall be payable by Tenant to Landlord together with Tenant's written request for Landlord's consent to the assignment, transfer or sublease and shall be non-refundable, whether or not Landlord grants or denies its consent. If such payment does not accompany Tenant's request, then Landlord shall have the right to treat the request as null and void and improperly delivered.

D. Without conferring any rights upon Tenant not otherwise provided in this Section, in the event of an assignment or transfer of Tenant's interest in this Lease, or a sublease of all or a portion of the Premises, to a third party, any monthly rent or other payment accruing to Tenant as the result of any such assignment, transfer or sublease, including any lump sum or periodic payments in any manner relating to such assignment, transfer or sublease, which is in excess of the Rent then payable by Tenant hereunder shall be paid by Tenant to Landlord monthly as Additional Rent. In lieu of payment of the excess, if any, to Landlord pursuant to the foregoing, Landlord may elect by notice to the assignee, transferee or subtenant, at any time after the effective date of the assignment, transfer or

sublease, that the Minimum Annual Rent provided herein shall increase fifteen percent (15%) for the remainder of the Lease Term. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature. Notwithstanding any assignment, sublease or transfer of this Lease or Tenant's rights hereunder, Tenant shall remain fully liable under this Lease for the performance of all terms, covenants and provisions of this Lease.

**20. DEFAULT:** In the event that the Tenant shall default in the payment of the rental as required by this Lease, or shall default in any of the terms and conditions hereof, such default shall be considered a material and significant breach of this Lease and shall, at the option of the Landlord, work as a forfeiture of this Lease, or, at the option of the Landlord, all sums payable hereunder shall become immediately due and payable, or Landlord may enforce the full and complete performance of all of the terms of this Lease in any manner provided by law, including but not limited to specific performance, or further, the Landlord may take such action as may be necessary to correct such default, all at the expense of the Tenant. In the event of any breach or default, in any of the terms and conditions of this Lease, the party causing such breach or default shall hold the other party harmless and shall pay all costs and expenses incurred in connection with the enforcement of the terms of this Lease, including but not limited to, attorney's fees. Attorney's fees shall include any instance wherein it would be necessary to enforce the provisions of this Lease, whether suit be brought or not, including defense or prosecution of declaratory judgment.

Any one of the following events shall be classified as a "Default" under the terms of this Lease:

- (a) if Tenant, or any guarantor of Tenant's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition, in any state or federal court, in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;
- (b) if any petition shall be filed under state or federal law against Tenant, or any guarantor of Tenant's obligations hereunder, in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;
- (c) if a receiver or trustee shall be appointed under state or federal law for Tenant, or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment;
- (d) if in the event the herein described Premises remain unoccupied and unattended or closed for business with Tenant's furniture and equipment still within the Premises, or are vacated with Tenant having removed a substantial portion of

its fixtures for a period of five (5) consecutive calendar days, or are not used for the purpose for which they were rented, such shall constitute an event of Default;

(e) if the Tenant is a corporation, if any part or all of its stock representing effective voting control of Tenant, shall be transferred so as to result in a change in the present effective voting control of Tenant (but excluding inter-family transfers);

(f) if Tenant fails to pay any monthly installments of its Base Rent, its share of Real Estate or Electric Expenses or any other payment or charge required under this Lease (a monetary Default) when same shall become due and payable and such failure continues for five (5) days after the due date thereof;

(g) if Tenant shall fail to perform or observe any term, regulation, or condition of this Lease except those monetary defaults referred to in subparagraph (f) above, and such failure shall continue for twenty (20) days after written notice from Landlord [except that such twenty (20) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such 20 day period and provided Tenant is in the process of diligently curing the same];

(h) if Tenant shall be given three (3) notices of Default under subsection (f) or (g) above, notwithstanding any subsequent cure of the Default(s) which are the subject of such notices;

(i) if any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interests in the Premises; or

(j) if Tenant shall assign or sublet all or a portion of the Premises without prior written consent of Landlord (voluntarily or by operation by Law).

**21. LANDLORD'S REMEDIES:** If Tenant shall (i) fail to pay to Landlord as and when due Monthly Rent or any Additional Rent, late charge, processing fee or other monetary obligation as herein set forth, or (ii) file a voluntary petition in bankruptcy or reorganization, or make any assignment for the benefit of creditors, or seek any similar relief under any present or future statute, law or regulation relating to relief of debtors, or (iii) be adjudicated a bankrupt or have any involuntary petition in bankruptcy filed against it, or (iv) cease conducting business at the Premises for more than three (3) consecutive days, or remove all or a major portion of its inventory of goods for sale from the Premises, or (v) dishonor or attempt to revoke or breach the guarantee, or (vi) fail to keep and perform any one or more of the covenants and conditions herein contained or otherwise default as herein set forth, then and in any of such events, Tenant will be deemed to be in default under this Lease ("Tenant's Default" or "Default"). If Tenant shall be in Default, Landlord will have any and all rights and remedies which the law of Florida confers upon a Landlord against a Tenant in breach or default of a lease including, without limitation, the right to (i) terminate this Lease and bring a lawsuit for Monthly Rent and any Additional Rent then



past due, (ii) elect to accelerate the entire unpaid balance of the rent for the Term and bring a lawsuit for the collection of Monthly Rent and any Additional Rent, (iii) take possession of and lease the Premises for the account of Tenant, and (iv) seek all available equitable remedies, including without limitation injunction. If Landlord elects to terminate this Lease for Tenant's Default and if at such time there remains any unapplied Security Deposit, then Landlord may (without waiver or impairment of Landlord's other remedies for Tenant's Default) retain the Security Deposit as liquidated and agreed upon damages, and Landlord shall also have the further right in such instance to immediate possession of the Premises. In the event of any litigation in connection with this agreement or otherwise, the parties agree that notwithstanding the place of execution of this agreement nor the location of the principal place of business of Tenant or any Guarantor, nor any other circumstance whatsoever, venue shall be in the Circuit and/or County Courts of Martin County, Florida which shall have exclusive jurisdiction to determine any disputes.

**22. HOLDING OVER:** In case of holding over by Lessee after expiration of this Lease, Lessee will pay as liquidated damages double rent. The term rent meaning the minimum base rent plus applicable sales tax as described in this Lease, including any Additional Rent for the entire holdover period. No holding over by Lessee, after the term of this Lease, either with or without consent and acquiescence of Lessor in writing, shall thereafter constitute this Lease a lease from month to month.

**23. LITIGATION:** The parties waive trial by jury in any action or proceeding brought by either of the parties hereto on any matters arising out of or in any way connected with this Lease. If Landlord commences any proceedings for non-payment of Base Rent or any other amount as may be due Landlord, Tenant shall not interpose any counterclaim of whatever nature in any such proceedings. This shall not, however, be a waiver of Tenant's right to assert such claims in any separate action.

**24. REMOVAL OF TENANT'S PROPERTY:** Should the Tenant not remedy a Default within the time periods provided above, the Landlord shall have the immediate right to enter and to remove all persons and property (personal or other types) from the Premises and to store at the expense and risk of the Tenant any and all fixtures, inventory, property, and equipment within the Premises. Landlord shall not be liable for and the Tenant shall hold the Landlord harmless from and against, the cost for and damages to any and all such property or the removal thereof.

**25. LIEN OF LANDLORD:** In addition to any rights or remedies of Landlord under this Lease, including the right to a judicial foreclosure, Landlord shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida. This security agreement and the security interest created by this Lease exists prior to the termination of Lease and shall survive a termination of this Lease (if elected by Landlord). The Landlord shall have a first lien for the purpose of securing all obligations of Tenant hereunder, paramount to all others on fixtures, inventory, equipment, furnishings or other personal property, whether or not permanently affixed to the improvements, with the exception of any purchase money security interest therein



having priority pursuant to the requirements of Florida law, to satisfy any default, and the Landlord shall be authorized to repossess such property of Tenant previously on or within the premises in order to satisfy arrears in rent or other monies due and delinquent hereunder.

**26. CUMULATIVE REMEDIES AND INJUNCTIVE RELIEF:** In addition to any and all other remedies which the Landlord may have to cure a Default, the Landlord shall have injunctive relief for compelling performance hereunder or for restraining violation or attempted or threatened violation of any provision under this Lease. All remedies available to the Landlord are declared to be cumulative and concurrent. No termination of this Lease by reason of the Default of Tenant nor by taking or recovery of possession of the Premises following such Default, shall deprive Landlord of any of its remedies or actions against Tenant and Tenant shall remain liable for all past or future rent including all other charges and rent payable for the balance of the term hereof. The bringing of any action for rent or other Default shall not be construed as a waiver of the right to obtain possession of the Premises nor shall it be construed as a termination of the Lease unless Landlord specifically elects to terminate this Lease as provided hereunder by giving written notice thereof.

**27. RECORDING:** This Lease shall not be filed for public record.

**28. RETURN OF DEPOSIT:** If, for any reason whatsoever, the Landlord shall be unable to deliver the Premises in accordance with the provisions hereof, it is agreed that the Landlord's liability shall be limited to the return of the payment made by the Tenant on the signing hereof and upon the return of said sum, this Lease shall be null and void.

**29. ABATEMENT OF RENT:** If the Premises shall be destroyed or damaged by fire, windstorm, civil disturbance or other casualty during the Term so that the same shall be rendered untenable, Landlord shall have the right to render the Premises tenable by repairs made within one hundred eighty (180) days from the date of any such casualty. If the Premises are not rendered tenable within such time, it shall be the option of either Landlord or Tenant to terminate this Lease. If either Landlord or Tenant shall exercise its option to terminate this Lease pursuant to this Paragraph, Tenant's obligation to pay both Monthly Rent and any Additional Rent shall cease at the time of said termination. If only a part of the Premises shall be destroyed, Monthly Rent only shall be apportioned for the remaining tenable area as determined by Landlord, in Landlord's sole discretion. If the damage results from the fault of the Tenant or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent. There shall be no reduction in rent as a result of damage caused by rain, water, storm or hurricane.

**30. EXEMPTION OF LANDLORD FROM LIABILITY:** All of Tenant's personal property placed upon, or moved into the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable (i) for any damage to any such personal property, or to Tenant or any third party, arising from the bursting or leaking of water pipes or from any other act

whether by Landlord or by a third person, or (ii) for the negligence of any co-tenant or other occupant(s) of the Premises or of the Center, or of any other person whomsoever, including without limitation, Landlord and Landlord's agents, independent contractors, representatives, successors and assigns. Further, the Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees, or customers, or any other person in or about the Premises, caused by or resulting from any of the foregoing or from breakage, leakage, obstruction or other defects of the roof, pipes, sprinkler, wires, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions existing or in the future arising upon the Premises or upon other portions of the Center of which the Premises are a part, or from other sources. The Landlord specifically does not agree to install storm shutters in the event of a storm warning, and the cost of protecting Tenant's property in all instances shall be paid by Tenant, and not Landlord.

**31. HEIRS, SUCCESSORS, ETC.:** This Lease, and each and every provision contained herein, shall bind and inure to the parties hereto and to their heirs, successors, executors, administrators, and permitted assigns. In the event Landlord and any successor owner of the Premises shall convey or otherwise dispose of the Premises and/or the building of which the Premises forms a part, all liabilities and obligations of the Landlord under this Lease shall terminate and shall be assumed by such new owner.

**32. LANDLORD'S RIGHT TO COLLECT RENT FROM ANY OCCUPANT:** If (a) the Premises are sublet, underlet, or occupied by anyone other than the Tenant with the prior written consent of Landlord provided as required herein and the Tenant is in Default hereunder, or (b) this Lease is assigned by Tenant after the prior written consent of Landlord as provided herein, then Landlord may collect rent from the assignee, under-tenant, sublessee, or occupant, and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the covenant herein against assignment and underletting, or the acceptance of such assignee, under-tenant or occupant or sublessee as Tenant, or a release of the Tenant from further performance of the covenants herein contained--the Tenant remaining primarily liable for all obligations under this Lease.

**33. LANDLORD'S RIGHT TO CURE TENANT'S BREACH:** If Tenant breaches any covenant or condition of this Lease, Landlord may, on reasonable notice to Tenant (except that no notice need be given in case of emergency) cure such breach at the expense of the Tenant and the reasonable amount of all expenses, including attorney's fees, incurred by the Landlord in doing so (whether paid by Landlord or not), together with interest at the maximum rate from time to time permitted by law, shall be deemed Additional Rent payable on demand.

**34. CONSTRUCTION LIENS:** The interest of the Landlord shall not be subject to liens for improvements made by the Tenant. Tenant shall keep Premises and the Center free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant. Tenant shall keep the Premises and the Center of which the Premises are a

part free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of the Tenant. In the event that Tenant shall not, within twenty (20) days following the imposition of any such lien, cause such lien to be released or record by payment or posting of a proper bond, Landlord shall have the right in addition to all other remedies provided herein and by law, but no obligation, to cause the same to be released by such means as it shall deem proper including payment of the claim giving rise to such lien. All sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to Landlord by Tenant on demand as Additional Rent. Landlord shall have the right at all times to record such notice or to post on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord and the Premises, and any other party having an interest therein, from mechanic's and materialmen's. Tenant shall give Landlord at least ten (10) business days prior written notice of the expected date of commencement of any work relating to alterations or additions to the Premises.

**35. NOTICES:** Any notice by either party to the other shall be in writing and shall be deemed to have been duly given (whether or not actually received) only if sent by: (i) certified mail, return receipt requested, in a postpaid envelope addressed (a) if to Tenant, or (ii) by Federal Express or other nationally-known overnight courier service to Tenant's address as set forth above as Store # C-15 16 (the Premises) with a mailing address of 2468 SE Federal Hwy, Stuart, FL 34994 and (b) if to Landlord with duplicate Notice at the Landlord's address as set forth in Paragraph 1 above, or at such other addresses as Tenant or Landlord, respectively, may designate in writing. Any notice by Landlord to Tenant shall also be deemed to have been duly given if personally delivered to Tenant at the Shopping Center site or at the Premises.

**36. LANDLORD'S RIGHT TO INSPECT AND REPAIR:** Landlord may, but shall not be obligated to, enter the Premises at any reasonable time, on reasonable notice to Tenant (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements and additions, in, to, on and/or about the Premises or the Building, as Landlord deems necessary or desirable. Tenant shall have no claim or cause of action against Landlord by reason thereof.

**37. RULES AND REGULATIONS:** Tenant shall observe and comply with the Rules and Regulations attached hereto as Exhibit "A" and with such further substitute reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Shopping Center and the comfort, quiet and convenience of other occupants of the Shopping Center. Tenant shall not permit any noxious, foul or disturbing odors to emanate from the Premises nor use loudspeakers, phonographs or radio broadcasts in a manner so as to be heard outside of the Premises. Landlord shall have no duty to enforce any rules and regulations, or the covenants contained in any other Center lease, as against any other tenant or occupant of the Center, and Landlord shall not be liable to Tenant for violation of the same or for any act



or omission by any other tenant or occupant of the Center.

**38. SEVERABILITY:** If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**39. INDEMNITY/AUTHORITY:** Tenant hereby agrees to indemnify Landlord against and hold Landlord harmless from, any and all damages, liability, costs and expenses, including attorneys' fees and disbursements, arising out of any injury or damage to persons or property at the Premises or as a result, in whole or in part, of any action or failure to take action by Tenant, its servants, agents, employees, guests, licensees and contractors. In case Landlord shall be made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and pay all costs and expenses and reasonable attorneys' fees at the trial and at the appellate levels. Tenant represents that the execution and delivery of this Lease has been authorized: by its Board of Directors; and/or by its owner or owners; and/or by the person or persons duly authorized to execute and deliver this Lease.

**40. QUIET ENJOYMENT/RIGHT TO SHOW PREMISES:** Landlord covenants that if, and so long as, Tenant pays the Base Rent and Expense Reimbursements as set forth herein and performs the covenants thereof, Tenant shall peacefully and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease; however, Landlord may show the Premises to prospective purchasers and mortgagees and, during the sixty (60) days prior to termination of this Lease, to prospective tenants, during business hours or thereafter on reasonable notice to Tenant.

**41. EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS:** This Lease is made by Landlord and accepted by Tenant subject to the following:

- (a) Rights of Tenants, licensees, concessionaires, or occupants in possession.
- (b) Any state of facts that an accurate survey or inspection would show.
- (c) Any presently existing defect of title, easement, covenant, encumbrance, restriction, mortgage, or deed of trust, agreement, and lien affecting the Shopping Center site.
- (d) All zoning regulations affecting the Shopping Center or the Buildings.
- (e) Restrictive covenants and party wall agreements of record.
- (f) Encroachments on any street or on adjacent property.

(g) All ordinances, statutes, regulations, and any presently existing violations thereof, whether or not of record.

(h) The existing condition and state of repair of the Shopping Center or the Buildings.

(i) The non-exclusive and certain exclusive rights of other tenants to the parking spaces located at the Shopping Center.

**42. ATTORNNMENT:** The Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of, exercise of the power of sale under any mortgage made by the Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided that Tenant's Lease shall not terminate if Tenant is in full compliance with all the terms of this Lease.

**43. ESTOPPEL:** Tenant shall, upon request by Landlord, execute and deliver to Landlord a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied; (5) that there are no defenses or offsets against the endorsement of this Lease by the Landlord; (6) the amount of advance rental, if any (or none if such is the case) paid by Tenant; (7) the date to which rental has been paid; and (8) the amount of security deposited with the Landlord. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord. Landlord's mortgagees, lenders and/or purchasers shall be entitled to rely upon the same. In addition to the above, the Tenant shall also execute any other estoppel letters or other instruments as may be required by Landlord and/or Landlord's mortgagees.

**44. END OF TERM:** Upon the expiration of the term hereof, the Tenant shall quit and surrender the Premises to the Landlord in as good order, broom clean, and condition as at the commencement date of this Lease, except for ordinary wear and tear and damage by fire or other casualties, or causes beyond the Tenant's control and Tenant shall, at its expense, remove all of that personal property which Tenant is permitted to remove pursuant to this Lease, all alterations to the Premises not wanted by Landlord, and repair all damage caused by such removal.

**45. TIME OF ESSENCE:** Time is of the essence of this Lease.

**46. HEADINGS OF PARAGRAPHS:** The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction interpretation of this Lease or any of its provisions.



47. **COMPLETE AGREEMENT:** This Lease contains the complete expression of all agreements between the parties hereto and there are no promises, representations or inducements except as herein set forth, and no change shall be made in any of the terms and conditions hereof unless made in writing by both parties.

48. **SUBORDINATION:** The Tenant agrees that this Lease shall be subordinate to any mortgages now or hereinafter placed of record (including renewals, modifications and extensions thereof) now or hereafter in force against the land and buildings of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof and these provisions shall be self-operative and no further instrument of subordination shall be required. However, the Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent hereof as shall be required by the Landlord or Landlord's mortgagee, and Landlord is hereby irrevocably appointed and authorized to execute such instruments as the true and lawful attorney-in-fact for Tenant and deliver such instrument for and in the name of the Tenant. This power of attorney hereby granted shall be deemed to be coupled with an interest, and shall be irrevocable and survive the death of the undersigned.

49. **TENANT IMPROVEMENTS:** Any finish work or improvements required or necessitated by Tenant shall be provided by Tenant at Tenant's sole cost. If the Tenant Finish Work as it exists as of this date is insufficient to obtain a Certificate of Occupancy for Tenant's individual intended use of the Premises, then the risk of obtaining such Certificate of Occupancy shall lie exclusively with Tenant and not Landlord. The failure to obtain such Certificate of Occupancy and complete any added work as required by Tenant or any governmental agency or any delays in Tenant's completion of any work to be performed by Tenant shall not relieve Tenant of its obligation to pay rent as set forth herein.

50. **COMPETITION:** Notwithstanding any provision contained herein, neither Tenant nor its assigns shall be permitted to operate:

- (a) a nail salon offering artificial nails, manicures, pedicures or body waxing
- (b) homeopathic medicine
- (c) a deli / bakery
- (d) an appliance, bedding or kitchen appliance store
- (e) a lighting store
- (f) a store selling doors or windows
- (g) a store selling marine equipment and supplies

51. **TENANT SIGNAGE.** Tenant may with the written approval of Landlord, choose any sign company that they wish to do business with keeping with the same quality and style, but complying in all respects with governmental codes and regulations with respect to such signage.



52. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

53. **AMERICANS WITH DISABILITIES ACT (ADA).** Landlord and Tenant do hereby acknowledge and agree that effective January 26, 1992, the Americans with Disabilities Act (hereinafter referred to as "ADA"), including each of the four (4) Titles of the Act, and more specifically Title III of said Act (collectively, the "Act"), is in full force and effect and is applicable to the Premises pursuant to action passed by the United States Congress. The Act is designed to regulate and allow for the equal accessibility of the disabled and impaired person or persons within the Premises or the Property of which the Premises are a part. The Act and all rules, regulations, judicial and administrative rulings and decisions, standards and codes, as the same may be hereafter amended, supplemented and/or modified, are collectively referred to as the "ADA".

Tenant does hereby agree that Tenant shall be solely responsible for compliance with the ADA within the Leased Premises, including its entry point or points, during the Term and any renewal terms of this Lease Agreement. Tenant does hereby indemnify Landlord against any fines, litigation or liens that may result from Tenant's noncompliance with the ADA. Landlord shall not be responsible for any legal, civil or criminal action taken by any individual, firm or governmental authority relating to the non-compliance with any and all of the ADA.

54. **RULES OF CONSTRUCTION:** The parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any Addenda or Exhibits hereto.

55. **BROKERAGE COMMISSIONS:** Tenant represents and warrants that there are no claims for brokerage commissions or finder fees in connection with the execution of this Lease, except for Florida Commercial Enterprises, LLC, which shall be compensated by Landlord per a separate agreement. Tenant agrees to indemnify Landlord against and hold it harmless from all liabilities arising from any claim by any other broker or finder except Florida Commercial Enterprises, LLC, including, without limitation, the cost of counsel fees.

56. **FORCE MAJEURE:** Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond Landlords control which shall include, without limitation, all labor disputes, riots civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.



57. **ENTIRE AGREEMENT:** This Lease contains the complete, exclusive and entire agreement between Landlord and Tenant regarding occupation of the Center and Lease of the Premises, and supersedes any and all prior oral and written agreements between Landlord and Tenant regarding such matters. This Lease may be modified only by an agreement in writing signed by both Landlord and Tenant, and no offer of surrender of the Premises by Tenant shall be binding unless accepted by Landlord in a writing signed by Landlord.

58. **HAZARDOUS WASTE:** Tenant warrants and represents that it will, during the period of its occupancy of the Premises under this Lease, comply with all Federal, state and local laws, regulations and ordinances with respect to the use, storage, treatment, disposal or transportation of Hazardous Substances. Tenant shall indemnify and hold Landlord harmless from and against any claims, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, reasonable attorneys' fees and costs at trial and on appeal) arising from the breach of the preceding warranty and representation.

a. For the purposes of this Paragraph, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to, substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §9601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1257, et seq., the Clean Air Act, 42 U.S.C. §2001, et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., any applicable State Law or regulation. The term shall also be interpreted to include but not be limited to any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities, and oil and petroleum based derivatives.

b. The provisions of this Paragraph shall be in addition to any other obligations or liabilities Tenant may have to Landlord at law and equity and shall survive termination of this Lease.

c. Tenant shall not store or dispose of any hazardous material or waste in or about the Premises. Tenant shall indemnify and hold Landlord harmless from and against any claims, damages, costs, expenses or actions which arise out of any breach of this provision and such indemnity shall survive the termination of the Lease, except those specifically used in Tenant's business, which use has been disclosed to and approved in writing by Landlord. In such event, Tenant shall properly dispose of same and shall provide Landlord with a written plan detailing such disposal. In addition, should the Tenant's particular use cause the insurance cost of the Center to rise, then Tenant shall bear the full cost of said increase.

59. **LANDLORD'S PROPERTY:** Tenant shall look solely to Landlord's ownership interest in the Center for the satisfaction of any judgment or decree requiring the payment

of money by Landlord, or by Landlord's agents, representatives, successors or assigns, to Tenant, or to any person claiming by or through Tenant, in connection with this Lease, and no other property or asset of Landlord or Landlord's agents, whether real or personal, tangible or intangible, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such judgment or decree.

**60. CENTER ADDITIONS & ALTERATIONS:** Landlord shall have the absolute right to make changes in and about the Center, including, without limitation, employing electrical sub-metering or direct metering for the Premises, and build additions to or otherwise alter the Center, without liability to Tenant, provided such alterations do not materially adversely affect Tenant's use, enjoyment and occupation of the Premises.

**61. TENANT'S RIGHT TO TERMINATE LEASE:** If any governmental official, state, city, or local law shall prohibit the sale of live dogs or cats in the Premises, and if such sales/adoptions at that time constitute the majority of Tenant's gross revenue (greater than 50%), Tenant shall have the right to terminate this Lease by delivering Landlord a prior six (6) months written notice which shall include the prior 12 months financial statements documenting the gross revenue and percentage of such revenue derived from the sales/adoptions of live animals. Tenant shall be obligated pay Rent during that final six (6) month period prior to the termination date. Tenant shall forfeit its Security Deposit, and Landlord and Tenant shall have no further liability or obligation to one another thereafter.

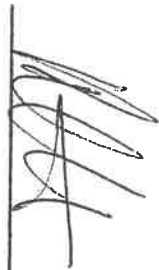
**62. EXCAVATION:** If an excavation shall be made upon land near or adjacent to the Premises, Tenant shall permit the person or persons performing such excavation license to enter upon the Premises for the purpose of doing such work as Landlord or such person or persons shall deem necessary to preserve the wall or the building of which the Premises forms a part from damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of Rent.

**63. WAIVER OF TRIAL BY JURY.** THE PARTIES, INCLUDING EACH GUARANTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATERS 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 DEMISED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. IN THE EVENT LANDLORD COMMENCES ANY PROCEEDINGS FOR DISPOSSESS OR POSSESSION OF THE DEMISED PREMISES OR FOR NON-PAYMENT OF MINIMUM ANNUAL RENT, ADDITIONAL RENT OR ANY OTHER SUM DUE FROM TENANT HEREUNDER, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OR CROSSCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDINGS. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION BROUGHT BY TENANT. HOWEVER, TENANT SHALL NOT MOVE TO CONSOLIDATE ANY SUCH ACTION WITH ANY ACTION BROUGHT BY LANDLORD AGAINST TENANT FOR DISPOSSESS OR POSSESSION OF THE DEMISED PREMISES OR FOR NON-PAYMENT OF RENT.

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Lease on the day, month and year first above shown and written.

Signed, Sealed and Delivered  
in the presence of:

WITNESSES:

  
\_\_\_\_\_

Rachel Scott

TENANT:  
DELRAY PETLIFE, LLC

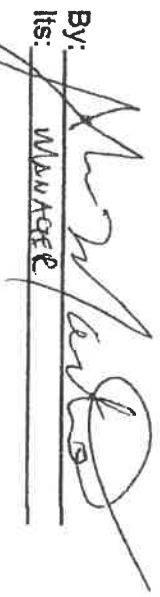
By:   
Its: JILA SCOTT 9/29/21

WITNESSES:

  
\_\_\_\_\_

Kristin Pyle

LANDLORD:  
RED ROCK REGENCY, LLC

By:   
Its: MANAGER