DEVELOPMENT REVIEW COMMITTEE AGENDA
120 LAISHLEY COURT, PUNTA GORDA, FLORIDA 33950
FEBRUARY 27, 2026, 9:00 AM

Robert Ruth, Utilities Department
Norman Nahra, Police Department
Ronald Cohowcz, Building Official
Rachel Barry, Zoning Official
TJ Smith, Fire Marshal
Bryan Clemons, Public Works Department

CALL TO ORDER
Roll Call
Next Meeting - March 13 , 2026

PUBLIC COMMENTS
Anyone wishing to address the Development Review Committee on any subject may do so at the appropriate time during the meeting. Those who choose to speak must state their name for the record. Each person will be allowed to speak up to a maximum of three minutes.

1. **APPROVAL OF MINUTES**

   1.a **February 13, 2026, Meeting Minutes.**

2. **PERMIT REVIEW**

3. **APPLICATION REVIEW**

   3.a **OD-03-2025 - Outdoor Dining Application for Punta Gorda Chocolate and Wine**

   3.b **OD-01-2026 - Renewal of Outdoor Dining Application for River City Grill**

STAFF COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Florida Statute 286.26, the location of this public hearing is accessible to persons with disabilities. If you are a person with disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Interpreters for the hearing impaired (TTY 941-575-5013) or non-English

speaking citizens, and any other special accommodations can be requested by contacting the Human Resources Manager/Non-Discrimination Coordinator whose address is 326 W. Marion Avenue, Punta Gorda, FL 33950, whose telephone number is (941) 575-3371, and whose email address is humres@cityofpuntagordafl.com, at least two (2) calendars days prior to the meeting.

DEVELOPMENT REVIEW COMMITTEE
CITY OF PUNTA GORDA
02/27/2026

APPROVAL OF MINUTES

Title: February 13, 2026, Meeting Minutes.

Funds: Not applicable

Recommended Action: For approval.

Summary: February 13, 2026, Meeting Minutes.

Department/Division: City Clerk

EXHIBITS:

1. February 13, 2026, Minutes

CITY OF PUNTA GORDA, FLORIDA
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES
FEBRUARY 13, 2026, 9:00 A.M.
120 LAISHLEY COURT
PUNTA GORDA, FL 33950

MEMBERS PRESENT: Adrianna Gehrke, Chair / Urban Design
Bryan Clemons, Public Works; Ronald Cohowcz, Building; Angelina Coleman, Fire; Justin Davoult, Police; Robert Ruth, Utilities

CITY STAFF PRESENT: City Clerk Welch

CALL TO ORDER

Chair Gehrke called the meeting to order at 9:00 a.m.

PUBLIC COMMENTS

There were none.

1) APPROVAL OF MINUTES

1.a January 23, 2026, Meeting Minutes.

Exhibits:
Cover Page
January 23, 2026, Minutes

Member Ruth **MOVED** to approve the January 23, 2026, minutes, **SECONDED** by Member Coleman.
MOTION CARRIED UNANIMOUSLY.

2) PERMIT REVIEW

2.a Event Permit - 26-00196574 Hibiscus Fest - Exclusive Use of Gilchrist Park - May 1-3, 2026

Exhibits:
Cover Page
Application

Acting Chair Gehrke reviewed the application, noting the following were required: 1) a certificate of insurance, 2) alcoholic beverage license, and 3) the Harborwalk must remain open during the event.
Member Coleman noted a tent permit was required.
Member Ruth **MOVED** to approve the application with the conditions identified this date, **SECONDED** by Member Davoult.
MOTION CARRIED UNANIMOUSLY.

3) APPLICATION REVIEW

There were none.

STAFF COMMENTS

There were none.

ADJOURNMENT

The meeting adjourned at 9:03 a.m.

_____
Chair

_____
Board Recorder

DEVELOPMENT REVIEW COMMITTEE
CITY OF PUNTA GORDA
02/27/2026

APPLICATION REVIEW

Title:	OD-03-2025 - Outdoor Dining Application for Punta Gorda Chocolate and Wine
Funds:	
Recommended Action:	For staff technical review and approval, approval with conditions, or denial.
Summary:	The applicant has applied for outdoor dining at the new Punta Gorda Chocolate and Wine location, at 1107 W Marion Avenue, Suite 119, Punta Gorda, Florida 33950.
Department/Division:	Urban Design

EXHIBITS:

1. Application
2. Staff Report

Punta Gorda

Paid 12/11/25

CITY OF PUNTA GORDA

URBAN DESIGN
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
Zoning@CityofPuntaGordaFL.com
UrbanDesign@CityofPuntaGordaFL.com

OUTDOOR DINING APPLICATION

Date 12/11/25 Case # OD-03-2025	☒ $100 Application Fee (initial application) ☐ $25 Renewal Application Fee
Outdoor Dining Request: ☐ **Sidewalk Café:** An outdoor dining area on a public sidewalk, abutting a restaurant. Such restaurant provides table service in the outdoor dining area.	☒ **Outdoor Dining:** A dining area with seats and/or tables located outdoors of a restaurant, coffee shop, or other food service establishment, and which is located entirely on private property and outside the walls of the subject food service establishment.

Application and all pertinent required data such as plans, pictures, letters and supplemental information must be completed and returned to the Zoning & Code Compliance Division before this application will be processed. Applicant and/or his agent must be present at the Development Review Committee hearing.

ALL INFORMATION LISTED BELOW IS REQUIRED TO BE SUBMITTED AT TIME OF APPLICATION

☒ ORIGINAL application with Signed & Notarized OUTDOOR DINING – RENEWAL Application and/or Affidavit Authorization for Agent (if applicable)	☒ Plot plan/Site Plan showing: ➢ All existing structures with dimensions & spacing ➢ Setbacks ➢ Location of Furniture & all accessories in the area ➢ Unobstructed 48 inch pedestrian passageway (shall meet all ADA requirements ie. Cross Slopes) ➢ Trash receptacles to be used for sidewalk café (if placed within area) ➢ Dimensions of sidewalk café/outdoor dining area ➢ Photos/drawing/representation of design of furniture and all other accessories for sidewalk café/outdoor dining area
☒ A copy of the deed or other evidence of ownership	
☐ Certificate of insurance for $1,000,000 when located on a public sidewalk - City of Punta Gorda must be shown as additional insured NOT APPLICABLE	
☒ Health Department Certificate	
☒ Alcohol Permit (if applicable)	
☒ City Occupational License	

***NOTE: If outside seating is greater than 15% of inside seating an impact fee will be accessed, if approved. The original permitted interior seats cannot be reduced to avoid an impact fee.**

Applicant Information

Name	PATRICIA + J. STEPHAN HERNDON						
Address	[redacted]						
Phone							

Authorized Agent –(if applicable – Property Owner must sign AGENT Affidavit below)

Name							
Address		City		State		Zip	
Phone		Email address					

Business

Name	PUNTA GORDA CHOCOLATE AND WINE, INC.						
Address	1107 W. MARION SUITE 119	City	PUNTA GORDA	State	FL	Zip	33950
Phone	(941) 626-2008	Email address	pgchocolate and wine @gmail com				

Parcel ID /Account #	Lot #	Block#	Section
Exact Number of TABLES Inside the restaurant	15	Exact Number of CHAIRS Inside the restaurant	48
Exact Number of TABLES OUTSIDE the restaurant	2	Exact Number of CHAIRS OUTSIDE the restaurant	7

*****Must include site/plot plan*****

The City Permit allowing outdoor dining must be visibly displayed at all times, contingent on satisfaction of all other agency requirements, and valid the term of one (1) year; January through December. Permit expires on December 31st. It is the applicant's responsibility to contact Urban Design by November 30th of the calendar year to apply for permit renewal and schedule for a DRC review for permit renewal for the following calendar year.

NOTE: Outdoor dining permits for private property applications do not have to be renewed annually.
All furniture and equipment placed on a public sidewalk site must be removed by the end of the business night.

NOTARIAL CERTIFICATE - ACKNOWLEDGEMENT

Signature of Owner or Authorized Agent

Katie Hudson Prop. Mgr
Print Name & Title

12/8/25
Date

STATE OF Florida)
COUNTY OF Charlotte)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this day of December 8, 20 25, by Katie Hudson, who is personally known to me or who has produced N/A as identification.

Notary Public, State of Florida

9/18/2029
My commission Expires

DEBRA ANN DANNO
Commission # HH 678240
Expires September 18, 2029

AGENT AFFIDAVIT (Property Owner to complete ONLY if applicable)

I/We Capital City LLC., property owner(s), hereby authorize Punta Gorda Chocolate and Wine Inc. as ***Agent*** on our behalf regarding an Outdoor Dining Application on the property commonly known as _____ in Punta Gorda, Florida.

Signature of Property Owner

Katie Hudson
Print Name of Property Owner

12/8/25
Date

STATE OF Florida)
COUNTY OF Charlotte)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this day of December 8, 20 25, by Katie Hudson, who is personally known to me or who has produced N/A as identification.

Notary Public, State of Florida

9/18/2029
My commission Expires

DEBRA ANN DANNO
Commission # HH 678240
Expires September 18, 2029

Staff Approved Staff Denied DRC Approved DRC Denied

Comments: _____

Approved by: _____ Date _____

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes (F.S.)
Rule Chapter 5K-4.020 Florida Administrative Code (F.A.C)
1-800-HELP-FLA (435-7352) | www.FDACS.gov

November 25, 2025

PERMIT TYPE: 123
PERMIT NUMBER: 2026-N-2234392
FOOD ENTITY NUMBER: 432084

PUNTA GORDA CHOCOLATE & WINE INC
1107 West Marion Ave,
Punta Gorda, FL 33950-4463

PERMITTED LOCATION ADDRESS:
Punta Gorda Chocolate & Wine Inc
1107 W Marion Ave Unit 119
Punta Gorda, FL 33950-5372

The attached permit must be renewed by March 25, 2026.

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location. Failure to conspicuously display the permit may result in administrative action for violation of 5K - 4.020, F.A.C.

This permit shall be renewed annually. A late fee of $100 will be imposed if the renewal fee for this food establishment is received after the renewal date. In accordance with Chapter 500, F.S., failure to renew or an incomplete renewal may subject the food establishment to administrative fines not to exceed $5,000 and/or permit suspension. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing or dissolution. Visit https://foodpermit.fdacs.gov to renew or dissolve this permit.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 10/24

Florida Department of Agriculture and Consumer Services
Division of Food Safety

2026

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes (F.S.)
Rule Chapter 5K-4.020 Florida Administrative Code (F.A.C)
1-800-HELP-FLA (435-7352) | www.FDACS.gov

WILTON SIMPSON
COMMISSIONER

PERMIT TYPE: 123
FOOD ENTITY NUMBER: 432084

RENEW BY: March 25, 2026

LOCATION:
Punta Gorda Chocolate & Wine Inc
1107 W Marion Ave Unit 119
Punta Gorda, FL 33950-5372

OWNER:
PUNTA GORDA CHOCOLATE & WINE INC
1107 West Marion Ave,
Punta Gorda, FL 33950-4463

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location. Failure to conspicuously display the permit may result in administrative action for violation of 5K - 4.020, F.A.C.

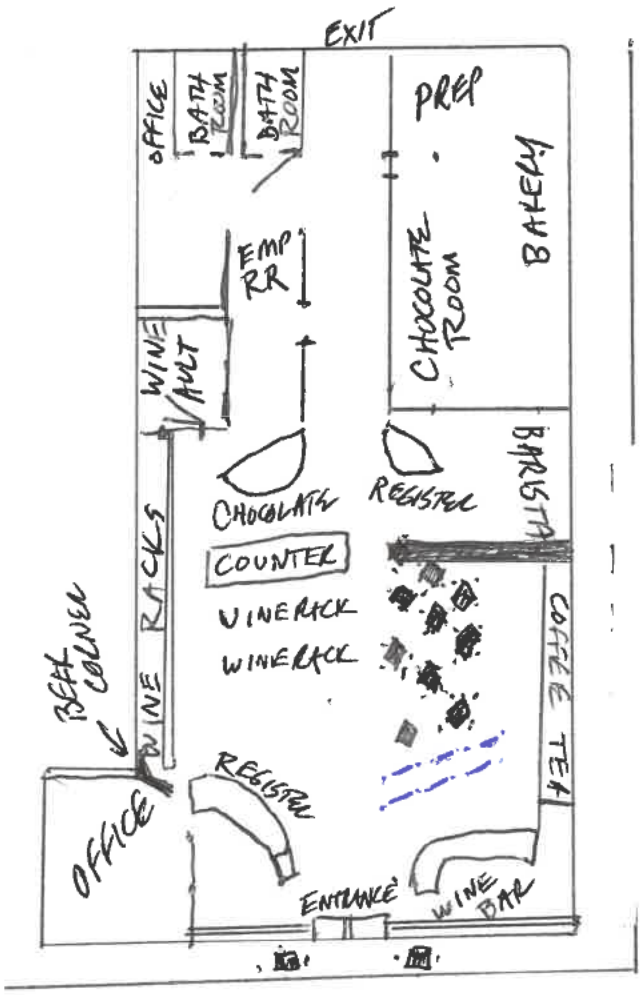
This permit shall be renewed annually. A late fee of $100 will be imposed if the renewal fee for this food establishment is received after the renewal date. In accordance with Chapter 500, F.S., failure to renew or an incomplete renewal may subject the food establishment to administrative fines not to exceed $5,000 and/or permit suspension. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing or dissolution. Visit https://foodpermit.fdacs.gov to renew or dissolve this permit.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 10/24

EXHIBIT "1.1"

Sketch of the Premises and Common Areas
Floor plan to be inserted here



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes (F.S.)
Rule Chapter 5K-4.020 Florida Administrative Code (F.A.C)
1-800-HELP-FLA (435-7352) | www.FDACS.gov

November 25, 2025

PERMIT TYPE: 123
PERMIT NUMBER: 2026-N-2234409
FOOD ENTITY NUMBER: 432099

PATRICIA J HERNDON & JOHN S HERNDON
1107 West Marion Ave Unit 119,
PUNTA GORDA, FL 33950-

PERMITTED LOCATION ADDRESS:
Punta Gorda Coffee & Tea Inc
1107 W Marion Ave Unit 119
Punta Gorda, FL 33950-5372

The attached permit must be renewed by October 12, 2026.

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location. Failure to conspicuously display the permit may result in administrative action for violation of 5K - 4.020, F.A.C.

This permit shall be renewed annually. A late fee of $100 will be imposed if the renewal fee for this food establishment is received after the renewal date. In accordance with Chapter 500, F.S., failure to renew or an incomplete renewal may subject the food establishment to administrative fines not to exceed $5,000 and/or permit suspension. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing or dissolution. Visit https://foodpermit.fdacs.gov to renew or dissolve this permit.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 10/24

Florida Department of Agriculture and Consumer Services
Division of Food Safety

2026

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes (F.S.)
Rule Chapter 5K-4.020 Florida Administrative Code (F.A.C)
1-800-HELP-FLA (435-7352) | www.FDACS.gov

WILTON SIMPSON
COMMISSIONER

PERMIT TYPE: 123
FOOD ENTITY NUMBER: 432099

RENEW BY: October 12, 2026

LOCATION:
Punta Gorda Coffee & Tea Inc
1107 W Marion Ave Unit 119
Punta Gorda, FL 33950-5372

OWNER:
PATRICIA J HERNDON & JOHN S HERNDON
1107 West Marion Ave Unit 119,
PUNTA GORDA, FL 33950-

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location. Failure to conspicuously display the permit may result in administrative action for violation of 5K - 4.020, F.A.C.

This permit shall be renewed annually. A late fee of $100 will be imposed if the renewal fee for this food establishment is received after the renewal date. In accordance with Chapter 500, F.S., failure to renew or an incomplete renewal may subject the food establishment to administrative fines not to exceed $5,000 and/or permit suspension. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing or dissolution. Visit https://foodpermit.fdacs.gov to renew or dissolve this permit.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 10/24

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 564, FLORIDA STATUTES

SERIES: 2COP

PUNTA GORDA CHOCOLATE & WINE INC

PUNTA GORDA CHOCOLATE & WINE INC
1107 W MARION AVE
#119
PUNTA GORDA FL 33950

LICENSE NUMBER: BEV1801866

EXPIRATION DATE: MARCH 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/04/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF PUNTA GORDA

BUILDING DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3324
pgpermittech@cityofpuntagordafl.com

CITY OF PUNTA GORDA
CERTIFICATE OF COMPLETION

A certificate of completion is proof that a structure or system is complete and all permitting requirements are met. This Certificate is Completion is issued pursuant to the requirements of the current Florida Building Code and does not grant authority to occupy a building, such as a shell building, prior complete to the issuance of a certificate of occupancy.

Certificate of Completion **Permit # 25 - 00195269**

Block: 0023 Lot: 0002 Section: 000

Property Owner: CAPITAL CITY INVESTMENTS LLC

Building Address: 1107 W MARION AVE

Permit Applicant: POLK CONSTRUCTION CO. LLC

Work Description: COMMERCIAL INTERIOR REMODEL/ ALTERATION

Signature-Building Official

12/10/25
Date Signed

COMMERCIAL LEASE

between

1107 W Marion, LLC, as Landlord

and

Punta Gorda Chocolate & Wine, Inc. as Tenant

FOR PREMISES LOCATED AT
1107 W. Marion Ave, Punta Gorda, FL 33950

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS AND CERTAIN BASIC PROVISIONS 1
1.1. Definitions 1
1.2. Estimate of Tenant's Monthly Payments 3

ARTICLE 2. GRANT, TERM AND RENEWAL 3
2.1. Grant 3
2.2. Renewal Term 3

ARTICLE 3. CONDITION OF THE PREMISES 4
3.1. Delivery in Present Condition. 4

ARTICLE 4. RENT. 4
4.1. Base Rent. ..... 4 4.2.
Common Area Costs. 4
4.3. Sales and Use Tax. 6
4.4. Late Payments. 6
4.5. Payment of Rent. 6

ARTICLE 5. FINANCIAL STATEMENTS. 7
5.1. Provision of Financial Information. 7
5.2. Confidentiality. 7

ARTICLE 6. TENANT'S RESPONSIBILITY FOR TAXES. ..... 7 6.1.
Taxes. 7

ARTICLE 7. HAZARDOUS WASTE. 7
7.1. Definitions. 7
7.2. Tenant Compliance. 8
7.3. Indemnification of Landlord. 8

ARTICLE 8. USE OF THE DEMISED PREMISES. 9
8.1. Operation of Tenant's Business. 9
8.2. Use Affecting Insurance. 9
8.3. Auction Sales. ..... 9 8.4.
Nuisance. 9
8.5. Control and Use of Common Areas. 10
8.6. Licenses and Permits. 10
8.7. Security Services. 10

ARTICLE 9. MAINTENANCE AND REPAIR OF THE DEMISED PREMISES. 10
9.1. Landlord's Duties. ..... 10 9.2.
Tenant's Duties. ..... 11 9.3.
American's with Disabilities Act. 11
9.4. Molds, Water Leakage and Remediation. 11
9.5. Emergency Repairs to the Demised Premises. 12

ARTICLE 10. IMPROVEMENTS AND ALTERATIONS. 13
10.1. Improvements by Landlord. 13

10.2. Improvements or Alterations by Tenant. 13
10.3. Quality of Work. 13
10.4. Contractor Requirements. 13
ARTICLE 11. LANDLORD'S RIGHT OF ACCESS. **14**
11.1. Inspection, Repairs and Showing. 14
11.2. For Rent Signs. 14

ARTICLE 12. SIGNS, EXTERIOR. **14**
12.1. Tenant's Signage. 14
12.2. General Requirements. 14

ARTICLE 13. UTILITIES. **15**
13.1. Provision. 15
13.2. Payment. 15
13.3. Disruption of Service. 15

ARTICLE 14. INSURANCES. **15**
14.1. Tenant's Property Insurance. 15
14.2. Tenant's Liability Insurance. 15
14.3. Tenant's Business Income Interruption Insurance. 16
14.4. Landlord's Property Insurance. 16
14.5. Landlord's Liability Insurance. 16
14.6. General Insurance Provisions. 16
14.7. Unavailability of Business Income Interruption Insurance. 17
14.8. Unavailability of Landlord's Insurances. 17

ARTICLE 15. INDEMNIFICATION, WAIVER AND SUBROGATION. **17**
15.1. Indemnification of Tenant. 17
15.2. Indemnification of Landlord. 17
15.3. Waiver of Claims and Subrogation. 18

ARTICLE 16. DAMAGES BY CASUALTY **18**
16.1. Notice. 18
16.2. Rebuilding and Repair. 18
16.3. Extent of Obligation to Rebuild. 18
16.4. Tenant's Right to Terminate on Casualty Loss. 19
16.5. Rents. 19

ARTICLE 17. EMINENT DOMAIN. **19**
17.1. Taking of 30% or More of the Demised Premises. 19
17.2. Taking of Less than 30% of the Demised Premises. 19
17.3. Award. 20

ARTICLE 18. ASSIGNMENT AND SUBLETTING. **20**
18.1. Landlord Consent. 20
18.2. Change in Control. 20
18.3. Assumption of Lease. 21
18.4. No Release. 21
18.5. Encumbrance by Tenant. 21
18.6. Assignment by Landlord. 21

ARTICLE 19. SUBORDINATION; ATTORNMENT; ESTOPPELS. **21**

19.1. Subordination. 21
19.2. Notice to Mortgagee. 22
19.3. Estoppel Certificate. 22
19.4. Lender Requirements for Lease. 22

ARTICLE 20. DEFAULT BY TENANT. 22

20.1. Failure to Pay Rents. 23
20.2. Breach of Non-Monetary Lease Provisions. 23
20.3. Insolvency. 23
20.4. Bankruptcy. 23
20.5. Receiver. 23
20.6. Failure to Conduct Business Operations. 23
20.7. Lien. 23

ARTICLE 21. REMEDIES FOR DEFAULT. 24
21.1. Damages. 24
21.2. Acceleration of Rents. 24
21.3. Possession without Termination or Surrender. 24
21.4. Termination. 25
21.5. Rents. 26
21.6. Security Deposit. 26
21.7. Bankruptcy of Tenant. 26

ARTICLE 22. NOTICES. 27
22.1. Manner and Method. 27
22.2. Joint Parties and Authorized Agents for Landlord. 28

ARTICLE 23. GOVERNMENTAL REGULATIONS. 28
23.1. Effect and Compliance. 28
23.2. Rents Regulation. 28

ARTICLE 24. ARBITRATION. 29
24.1. Arbitrator. 29
24.2. Time of Arbitration. 29
24.3. Fees and Costs of Arbitration. 29
24.4. Power of Arbitrator. 29
24.5. Discovery. 30
24.6. Exceptions to Arbitration. 30

ARTICLE 25. SURRENDER OF PREMISES. 30
25.1. Surrender. 30
25.2. Payments After Termination. 31
25.3. No Surrender by Act of Landlord. 31
25.4. Hold Over Tenancy. 31

ARTICLE 26. MISCELLANEOUS PROVISIONS. 31
26.1. No Other Relationship. 31
26.2. Waivers. 31
26.3. Rents are Independent Obligation. 32
26.4. Limitation of Liability. 32
26.5. Severability. 32
26.6. Force Majeure. 32

26.7. Recording and Short Form Lease. 32
26.8. Time. 33
26.9. Headings. 33
26.10. Tender and Delivery of Lease Instrument. 33
26.11. Law Governing. 33
26.12. Attorney Fees. 33
26.13. Titles and Captions. 33
26.14. Pronouns and Plurals. 33
26.15. Agreement Binding. 33
26.16. Further Action. 33
26.17. Entire Agreement. 34
26.18. Radon Gas. 34
26.19. Attorneys. 34
26.20. Brokers. 34

COMMERCIAL LEASE

1107 W Marion, LLC, a Florida limited liability company, Document Number L20000392747, , having its principal place of business at 750 11th St. S, #202, Naples, FL 34102 ("Landlord"); and

Punta Gorda Chocolate & Wine, Inc., a Florida profit corporation, Document Number P15000088433, Federal Employer Identification Number 47-5441802 having its principal place of business at 117 Herald Court, Unit 1112, Punta Gorda, FL 33950 ("Tenant"); being the parties to this Agreement, agree as follows:

ARTICLE 1. DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.1. Definitions

In this Lease the following words shall have the following meanings unless the context otherwise dictates:

"Additional Rent"	means any other charge or tax payable by Tenant to Landlord under the terms of this Lease, excluding Base Rent.
"Base Rent"	means the annual rental amount Tenant shall pay to Landlord in each year of the Lease Term as rent for the Demised Premises, excluding Additional Rent and all other charges and taxes due under this Lease.
"Building"	is the land and improvements thereon located at 1107 W. Marion Ave.
"Commencement Date"	Means the later of June 1, 2025 or upon turnover from Landlord to Tenant.
"Common Areas"	are those areas of the Building which are not leased for use by individual tenants and which are from time to time available for joint use by tenants and the public including, without limitation, lobbies, elevators, rest rooms, parking areas, driveways, courtyards, landscaped areas, planted areas and walkways.
"Premises"	is the space in the Building described as Unit 119, consisting of approximately 3,225 square feet, measured from the center of the interior walls and the exterior of the outside walls, as shown on the floor plan of the Building depicted as part of the drawing attached as Exhibit "1.1" hereto, together with the non-exclusive use of the Common Areas subject to the rules and regulations governing the use same as may be imposed by the Landlord from time to time under the Lease
"Landlord"	means 1107 W. Marion, LLC, a Florida limited liability company, its successors and assigns

"Landlord's Address"	means 7935 Airport Pulling Rd, STE 4 – 289, Naples, FL 34109, and such other address as Landlord may provide to Tenant pursuant to the notice provisions contained in this Lease.
"Landlord's Management Agent"	means Strongpoint Commercial Group, LLC, 7935 Airport Pulling Rd, STE 4 – 289, Naples, FL 34109 or such other person or entity as Landlord may advise Tenant pursuant to the notice provisions contained in this Lease who will be responsible for the management of the Building and collection of rents as the agent for the Landlord.
"Lease Term"	means the period of time during which the Tenant may occupy the Demised Premises, and shall start on the Commencement Date and end at 12:00 midnight May 30th, 2032.
"Lease"	means this Commercial Lease and any attached Exhibits.
"Monthly Base Rent"	means 1/12 of the Base rent for the current year of this Lease which is payable in advance on the first day of each month.
"Permitted Use"	means use as a café style restaurant and retail store making chocolate, and selling café style goods such as wine, cheese, tea and coffee, subject to all zoning and use restrictions applicable to the Building under local, state and federal law and subject to the terms of this Lease.
"Rents"	means all rent, fees, charges, penalties, interest or any other sum due from Tenant to Landlord under this Lease.
"Rent Commencement Date"	means June 1, 2026, unless started earlier pursuant to the terms herein.
"Security Deposit(s)"	means any deposit made pursuant to this Section 1.1 and 21.5 of this Lease. Prior to the signing of this Lease Tenant has paid to Landlord an amount equal to Six Thousand Seven Hundred Twenty-Six and 81/100ths Dollars ($6,336.74) to be held as a Security Deposit.
"Tenant"	Punta Gorda Chocolate & Wine, Inc., a Florida profit corporation, and any subsequent permitted assignee under the terms of this Lease
"Tenant's Address"	means 1107 W. Marion Ave., Unit 119, Punta Gorda, FL 33950, and such other address as Tenant may provide to Landlord pursuant to the notice provisions contained in this Lease.

"Tenant's Pro-rata Share"	is 16% calculated by dividing the total square footage of leasable space contained in the Demised Premises (3,225 sq. ft.) by the total square footage of leasable space contained in the Building (19,600 sq. ft.).

1.2. Estimate of Tenant's Monthly Payments

The following is provided as an estimate of Tenant's initial monthly payment beginning on the Rent Commencement Date of this Lease broken down by components. The actual amounts of Tenant's monthly payment will vary from time to time and are governed by the specific terms of this Lease.

Monthly Base Rent	$ 4,300.00
Common Area Costs	$ 1,852.17
State Sales Tax	$ 184.57
Total Initial Monthly Payment	$ 6,336.74

ARTICLE 2. GRANT, TERM AND RENEWAL

2.1. Grant

In consideration of the rents, covenants, warranties and agreements contained in this Lease and upon the terms and conditions stated in this Lease, Landlord leases, demises and lets to the Tenant, and Tenant leases, hires and takes from the Landlord the Premises, to have and to hold for the Lease Term and any extensions or renewals thereof for the Permitted Use.

2.2. Renewal Term

Landlord hereby grants to Tenant an option(s) to continue leasing the Leased Premises at then Market Rates, for one (1) period(s) of three (3) year(s), commencing on the day following the last day of the initial term of this Lease, provided that Tenant has not been in default under the Lease during the term of the Lease and does not go into default before the renewal term commences. Tenant shall exercise a renewal option by serving Landlord at least one hundred and eighty (180) days, but not more than two hundred seventy (270) days, prior to the expiration of the initial term of this Lease, written notice from the Tenant stating whether or not Tenant intends to exercise said renewal option. In the event such notice states that Tenant is not exercising its renewal option hereunder, or the notice from Tenant is not timely received, all renewal options shall immediately cease and be thereafter null and void. Market Rates shall be defined as the prevailing market base rents at that time for spaces within the generally accepted market area of similar character, use, and buildout. However, no event shall the Base Rent for any Renewal Term be less than the previous year's Base Rent. During any renewal term, the terms and provisions of this Lease shall remain unchanged, provided, however, the Base Rent shall increase each year by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor or 4%, whichever is greater. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers Xxxxxxx Xxxx (0000-00 =100)," or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the previous January 1, with that of the January 1 of the current

year. In no event shall this calculation case a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to Lessee by Lessor thirty (30) days prior to the effective date of the assessment if greater than 4%.

ARTICLE 3. CONDITION OF THE PREMISES

3.1. Delivery in Present Condition.

Tenant agrees to accept the demised premises and all, plumbing and electrical systems and equipment therein or specifically relating thereto, in its present state and condition, "AS IS". Landlord makes no warranty or representation whatsoever with respect to the Demised Premises, including without limitation its condition or suitability for the Permitted Use.

ARTICLE 4. RENT.

4.1. Base Rent.

Subject to the requirements and reductions contained herein, including Tenant's payment of Minimum T.I., Tenant shall receive abatement of Base Rent and Common Area Costs for One (1) year and Two (2) months from the Commencement Date (the "Free Rent Period"). Immediately following any initial Free Rent Period, Tenant agrees to pay Landlord as rent the Base Rent for the one-year period of this Lease starting from the Rent Commencement Date and twelve (12) months immediately thereafter, the sum of $51,600.00. Base Rent shall be payable in 12 equal installments of Monthly Base Rent, which shall be payable in advance for each calendar month during the Lease Term on the first day of each month. On the anniversary of the initial rent payment during each year of this Lease, the Base Rent shall be increased for the ensuing one (1) year period by an amount equal to the following schedule:

Months 14-24 - $18.00 PSF Base Rent Annually ($4,837.50 per month)

Months 25-36 - $20.00 PSF Base Rent Annually ($5,375.00 per month)

Months 37-48- $21.00 PSF Base Rent Annually ($5,643.75 per month)

Months 49-60- $22.00 PSF Base Rent Annually ($5,912.50 per month)

Months 61-72- $23.50 PSF Base Rent Annually ($6,315.63 per month)

4.2. Common Area Costs.

The Tenant agrees to pay the Landlord as Additional Rent under this Lease the following common area costs:

(1) Landlord's Common Area Maintenance. Tenant shall pay as additional rent Tenant's Pro-rata Share of the total cost and expenses reasonably incurred in connection with the normal and reasonable administration, operation, preventative and corrective maintenance, and repair of the Building whether paid to employees of Landlord or parties engaged by Landlord, including without limitation: landscaping, building repairs; roof cleaning, repairs, and replacement escrows; building sign repair and maintenance; parking lot maintenance including bumping, top coating, resurfacing and line painting; building cleaning and painting; supplies; lighting; electricity; HVAC; sanitary control; removal of trash, rubbish, garbage and other refuse;

depreciation or rental of machinery or equipment used in such maintenance; the cost of personnel to implement such services (including social security, unemployment and disability insurance); management fees (not to exceed 6% of the total annual income including area maintenance fees); and legal fees associated with providing and performing the required services.

(2) Real Estate Charges. Tenant shall pay as additional rent Tenant's Pro-rata Share of all "real estate charges" (as defined below) related to the Demised Premises or the Landlord's ownership of the Demised Premises. "Real estate charges" shall include ad valorem taxes, general and special assessments, subdivision or park assessments and fees, parking surcharges, any tax or charge for governmental services (such as street maintenance, water, sewage or fire protection) and any tax or charge which replaces any of such above described "real estate charges"; provided, however, that "real estate charges" shall not be deemed to include any franchise, estate, inheritance or general income tax. Furthermore, "real estate charges" shall include any and all of Landlord's costs and expenses associated with any tax or appraisal contest or appeal.

(3) Insurance Expenses. Tenant shall pay as additional rent Tenant's Pro-rata Share of all "insurance expenses" (as defined below) related to the Demised Premises or the Landlord's ownership of the Demised Premises. "Insurance expenses" shall include all premiums and other expenses incurred by Landlord for liability insurance, flood insurance, casualty loss and fire extended coverage property insurance and loss of rents insurance (plus whatever endorsements or special coverage which Landlord, in Landlord's sole discretion, may consider appropriate).

(4) Payment of Common Area Costs. At the commencement of the Lease Term and thereafter at least once each calendar year, Landlord shall deliver to Tenant a statement setting forth the monthly installment of that Landlord estimates will be needed to pay in full the Common Area Costs for that calendar year. If at any time during the calendar year Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Common Area Costs, Landlord may revise the initial estimate by delivering to Tenant a subsequent statement. Tenant shall pay Landlord, together with the Base Rent, on the first day of each month during this Lease, the monthly installment of estimated Common Area Costs as set forth in the last statement received by Tenant. Landlord shall endeavor to deliver to Tenant a statement of the actual Common Area Costs payable by Tenant on or before March 31 of each year for the previous calendar year. Landlord's failure to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay the sums herein provided. If the total amount of estimated payments paid by Tenant for any calendar period is less than the actual amount payable by Tenant, then Tenant shall pay the balance of Common Area Costs in a lump sum within fifteen (15) days after Landlord delivers the statement to Tenant. If the total of the estimated payments is greater than the actual Additional Rent for the same period, then Tenant shall receive a credit against the next due payment of estimated Common Area Costs. Should a credit be due Tenant at the termination of this Lease, Landlord shall submit payment to Tenant within

sixty (60) days of notification that said credit is due. The initial monthly contribution during the first Lease Year is set forth above.

4.3. Sales and Use Tax.

As Additional Rent, Tenant shall pay to Landlord with the Base Rent each month a sum equal to any and all sales and use tax now or hereafter imposed by any governmental entity upon, applicable to, or measured by or on the Base Rent, Additional Rent, Common Area costs, or any other rents payable by Tenant under this Lease. Tenant shall pay to Landlord, concurrently with each such payment of Base Rent, Common Area Costs, or other rents hereunder, the amount of taxes attributable to the payment being made to Landlord.

4.4. Late Payments.

Rents shall not be deemed paid until received by the Landlord, regardless of the date of mailing any payment of such Rents. In the event any payment of Rents is not received within Five (5) days after its due date for any reason whatsoever, or if any rental payment is by check which is returned for insufficient funds, then in addition to the past due amount Tenant shall pay to Landlord one of the following (the choice to be at the sole option of the Landlord unless one of the choices is improper under applicable law, in which event the other alternative will automatically be deemed to have been selected): (a) a late charge in an amount equal to five percent (5%) of the rental then due, in order to compensate Landlord for its administrative and other overhead expenses; or (b) interest on the rental then due at the maximum contractual rate which could legally be charged in the event of a loan of such rental to Tenant (but in no event to exceed 1½% simple interest per month), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the rental due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord at the time of said payment. If any rental is paid by a check, which is returned for insufficient funds, Tenant shall immediately make the required payment to Landlord in good funds together with an additional fee of $75.00 to compensate Landlord for its expense and effort in connection with the dishonored check, and any late payment charge provided above. If Tenant fails in two consecutive months to make rental payments within ten days after due, Landlord, in addition to all other remedies and provisions provided by this Lease or at law, in order to reduce its administrative costs, may require, by giving written notice to Tenant that Rents are to be paid quarterly in advance instead of monthly and that all future payments of Rents are to be made on or before the due date by cash, cashier's check or money order and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rents as provided in this Lease. Any acceptance of a monthly payment or Rents or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

4.5. Payment of Rent.

All rent payments shall be paid in legal tender of the United States of America without setoff or deduction to Landlord via electronic payment portal, or if directed by Landlord then at the Landlord's Address or elsewhere as designated from time to time by Landlord in writing and shall be payable to the order of Landlord or as otherwise directed by

Landlord in writing. The payment of rent hereunder is independent of each and every other covenant and agreement contained in this Lease. Tenant's obligations to pay rent shall survive the expiration or earlier termination of this Lease.

ARTICLE 5. FINANCIAL STATEMENTS.

5.1. Provision of Financial Information.

Tenant and any approved Assignee or Subtenant of Tenant shall, within thirty (30) days after a request from Landlord, deliver to Landlord such financial statements as are reasonably required by Landlord to verify the net worth of any person or entity responsible for the payment of Rents. Tenant and any approved Assignee or Subtenant of Tenant authorizes Landlord to obtain credit reports and other financial information regarding each of them for the purpose of determining the financial capabilities and credit worthiness during the Lease Term and any Extension Term.

5.2. Confidentiality.

Landlord shall use good faith efforts to keep confidential all financial statements supplied by Tenant; however, Landlord shall have the right to reveal such information to mortgagees, prospective purchasers and mortgagees (and agents in such regard) and to Landlord's own managerial and administrative staff.

ARTICLE 6. TENANT'S RESPONSIBILITY FOR TAXES.

6.1. Taxes.

Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises.

ARTICLE 7. HAZARDOUS WASTE.

7.1. Definitions.

The following terms as used in this Article 7 shall have the following meaning

"Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, including, but not limited to any flammable explosives, radioactive materials, friable asbestos, PCB's, electrical transformers, batteries, paints, solvents, chemicals, petroleum products, or other man-made materials with hazardous, carcinogenic or toxic characteristics, and such other solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant, or animal health or well being, and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 C.F.R. 972.101) or by the Environmental Protection Agency, as hazardous substances (40 C.F.R. Part 302, and amendments thereto) or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including without limitation, any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) biohazard, or (e) designated as a "hazardous substance", "hazardous waste", "hazardous materials", "toxic substances", "contaminants", "biohazard" or other pollution under any applicable Environmental Laws.

"Environmental Laws" shall mean any applicable present or future federal, state or local laws, ordinances, rules or regulations pertaining to Hazardous Substances, industrial hygiene or environmental conditions, including, but not limited to, the following statutes and regulations, as amended from time to time: (a) the Federal Clean Air Act, 42 U.S. C. Section 7401 et seq.; (b) the Federal Clean Water Act, 33 U.S.C. Section 1151 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (iv) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. No. 99-499, 99 Stat. 1613; (d) the Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; (e) the National Environment Policy Act, 42 U.S.C. Section 1857 et seq.; (f) The Toxic Substance Control Act of 1976, 15 U.S.C. Section 2601 et seq.; (g) the regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; and (h) Chapters 373, 376, 380, and 403 Florida Statutes, and rules relating thereto, including Chapters 17, 27, and 40, Florida Administrative Code.

"Claims" shall mean, individually and collectively, any claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities, sums paid in settlement, interest, losses or expenses (including reasonable attorneys' and paralegals' fees, whether incurred in enforcing this Agreement, collecting any sums due hereunder, settlement negotiations, at trial or on appeal) consultant fees and expert fees, together with all other costs and expenses of any kind or nature, that arise directly or indirectly from or in connection with the existence or suspected existence of a Hazardous Condition, whether occurring or suspected to have occurred on or after the date of this Lease, regardless of cause.

7.2. Tenant Compliance.

Tenant hereby agrees that (a) no activity will be conducted on the Demised Premises that will produce any Hazardous Substances, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided such Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; (b) the Demised Premises will not be used in any manner for the storage of any Hazardous Substances except for any temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location satisfying all Environmental Laws and approved in advance in writing by Landlord; (c) no portion of the Demised Premises will be used as a landfill or a dump; (d) Tenant will not install any underground tanks; (e) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and (f) Tenant will not permit any Hazardous Substances to be brought onto the Demised Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed by Tenant, with proper disposal and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord may enter the Demised Premises and conduct environmental inspections and tests therein as it may require from time to time, provided that Landlord shall use reasonable efforts to minimize the interference with Tenant's business. Such inspections and tests shall be conducted at

Landlord's expense, unless they reveal the presence of Hazardous Substances (other than Permitted Materials) or that Tenant has not complied with the requirements set forth in this Section 7.2, in which case Tenant shall reimburse Landlord for the cost thereof within ten (10) days after Landlord's request therefore.

7.3. Indemnification of Landlord.

Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all Claims arising out of or relating to, directly or indirectly, any violation or alleged violation by

Tenant of Environmental Laws, now existing or hereafter arising, except for violations of Environmental Laws caused by Landlord, to the extent permitted by law. This indemnification shall survive the expiration or termination of this Lease.

ARTICLE 8. USE OF THE DEMISED PREMISES.

8.1. Operation of Tenant's Business.

Tenant shall operate its business in an efficient and reputable manner from the Demised Premises only for the Permitted Use.

Tenant shall not perform any acts or carry on any practices in or about the Leased Premises which may damage or adversely affect the structural condition, financial profitability, or reputation or which may constitute nuisance or menace to other tenants in the Center or their customers, employees or invitees, or which may result in the increase of any part of the Insurance Premiums. Landlord does however authorize tenants' use of premises for permitted use.

Tenant agrees that, during the term of this Lease, Tenant shall be open for business at the Premise and keep open for business on all regular business days, except Sunday, and legal holidays, at least eight (8) hours each day between 6 a.m. and 10 p.m. (local time). Tenant shall have the right, in its discretion, to be open on Sundays and holidays, and on those days, between such hours as Tenant, in its discretion, shall determine. If Tenant is not in compliance with this provision, Landlord shall notify Tenant in writing and If Tenant does not cure within 3 days, Tenant shall pay Landlord $100.00 for every day not in compliance.

Use of the Demised Premises as a storm shelter, as a residence, or for any non-business purpose constitutes an incident of default by the Tenant.

8.2. Use Affecting Insurance.

The Demised Premises may be used only for the purpose or purposes specified in Section 1.1 above, and for no other purpose. Tenant shall not, without Landlord's prior written consent, keep anything within the Demised Premises or use the Demised Premises for any purpose which invalidates any insurance policy carried on the Demised Premises.

8.3. Auction Sales.

Tenant shall not conduct within the Demised premises any fire, auction, bankruptcy, "goingout-of-business," "lost-our-lease" or similar sale, without the prior written consent of the Landlord. Landlord may withhold consent for such sale at its sole discretion.

8.4. Nuisance.

Tenant shall not permit any objectionable noises or odors to emanate from the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger occupants of neighboring properties or unreasonably interfere with their use of their respective premises; nor permit any unlawful or immoral practice to be carried on or committed on the Demised Premises. Tenant shall not place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building; nor place any antenna, equipment, awning or other projection on the exterior of the Demised Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld.

8.5. Control and Use of Common Areas.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord including all parking areas truck ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, elevators, corridors, common areas and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons and customers (the "Common Areas"), shall be at all times subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas and improvements; to police same; from time to time to change the area and location and arrangement of parking areas and other facilities herein referred to; to restrict parking to tenants, their officers, agents, invitees, employees, servants, licensees, visitors, patrons and customers; to close all or any portion of said areas or entrances and exits by means which are considered by Landlord's counsel to be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the public areas, Common Areas or facilities; to discourage non-tenant parking; and to do and perform such other acts in and to said areas and improvements as, in the sole judgment of Landlord, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons, licensees and customers. Landlord will operate and maintain the Common Areas and other facilities referred to in such reasonable manner as Landlord shall determine from time to time. The current Rules and Regulations pertaining to the Building are attached as Exhibit 8.5 hereto.

8.6. Licenses and Permits.

Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. At Landlord's request, Tenant shall deliver to Landlord copies of all such permits and licenses and proof of Tenant's compliance with all such laws, ordinances and governmental regulations.

8.7. Security Services.

Tenant acknowledges that Landlord is not providing security services of any kind to the Demised Premises or for Tenant's property. At its expense, Tenant shall provide whatever security and/or alarm systems Tenant deems necessary or appropriate for the protection of the Demised Premises and of Tenant's property and personnel located therein. At its expense, Tenant shall be responsible for the maintenance, repair, or replacement of any mechanical, security, and fire protection systems which Tenant installs within the Demised Premises.

ARTICLE 9. MAINTENANCE AND REPAIR OF THE DEMISED PREMISES.

9.1. Landlord's Duties.

Landlord shall be responsible for the repair, replacement or maintenance of the roof and walls of the Building and all Common Areas. Landlord shall provide trash collection, water,

and sewer services as a part of Common Area Maintenance. Landlord shall be responsible for providing electrical lines to the premises, but Tenant shall pay for the utility directly for tenant's metered usage and related service fees. Landlord shall in no event be charged with default in the performance of any of its obligations under this paragraph unless and until Landlord has failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant specifying the obligations which Landlord has failed to perform.

9.2. Tenant's Duties.

Tenant will, at Tenant's own expense, keep the doors, glass, windows and interior of the Premises in good order, condition and repair during the Lease Term and will replace and repair at its own expense, without limitation, the doors, glass, windows, floor coverings, toilet and plumbing fixtures, lighting and electrical fixtures, air conditioning, heating, mechanical systems, electrical systems, water systems, interior wall coverings, ceiling coverings, and fire alarms. Tenant shall provide during the term of this lease and all renewals a maintenance agreement providing for regular periodic inspection and maintenance of the air conditioning equipment servicing the Premises, not less than twice per calendar year, with a company and providing such services reasonably acceptable to Landlord. Landlord may elect to include these costs in CAM, and charge back to Tenant as additional rent. Tenant shall do such periodic painting, decorating and cleaning of the Premises as may be necessary to maintain the premises in the condition in which they were delivered at the beginning of the Lease Term. Landlord may, but shall not be required to, make or complete necessary repairs, replacement or maintenance if Tenant shall fail or refuse to make the same after reasonable written notice. Tenant shall pay the cost thereof as additional rent to Landlord which shall be due ten days after the written demand of Landlord. Except for those utilities specifically provided by Landlord pursuant to Article 9.1, Tenant shall pay for and provide all other utilities required for the premises, including, but not limited to electrical service. Landlord shall cooperate to provide Tenant the benefit of any manufacturer's warranty with respect to any improvements provided by Landlord for Tenant.

Notwithstanding the above, Landlord agrees to replace the air conditioning unit in the event it can no longer be serviced in Landlord's reasonable opinion. Until such replacement occurs, Tenant's out of pocket expenses shall be limited to $1,000.00 per occurrence, and not to exceed $2,000.00 in aggregate per year.

9.3. American's with Disabilities Act.

Tenant shall be responsible for compliance with the Americans With Disabilities Act of 1990, as amended from time to time, and related state and municipal laws and regulations (collectively, the "ADA including all matters regarding the configuration of the Demised Premises (the interior as well as all public and/or employee door entrances) and Tenant's business operations at the Demised Premises. Landlord shall be responsible for the

compliance of the Common Areas with the ADA and Landlord's business operations at the Building.

9.4. Molds, Water Leakage and Remediation.

Molds are a naturally occurring part of the Florida environment. The Landlord does not warrant or represent that the Demised Premises will be free from growing mold or mold spores. Molds can become a hazard when excessive moisture permits growth of molds in the Demised Premises. Tenant has the affirmative duty to immediately report to the Landlord's Agent and the Landlord any water leakage, seepage or accumulation, and any growth, discoloration, odor or condition that appears to be the result of active mold growth in the Demised Premises. Landlord will inspect any such condition at the earliest possible time after receiving notice from the Tenant. If it appears that active mold growth is occurring, then Landlord shall have the Demised Premises inspected by a certified mold remediator ("CMR") as that term is defined by the Indoor Air Quality Act ("IAQA"), and shall have any repair and remediation performed which is required to correct the condition by a CMR.

Upon completion of repair and remediation of any mold infestation, Tenant shall select a qualified testing company, reasonably acceptable to Landlord to perform clearance testing to determine if the mold infestation has been successfully remediated. If the growth of the mold was caused by the failure of the Tenant to meet its duties under the terms of this section, by Tenants failure to maintain any portion of the Demised Premises for which it is responsible, or by the negligence or intentional act of the Tenant, its officers, directors, employees, agents, business invitees or contractors, then Tenant shall pay all costs of remediation and testing, which shall be due as additional rent upon demand by Landlord.

The Landlord shall not be liable for any damages to Tenant occurring as the result of the Tenant's failure to report a moisture problem or mold problem to Landlord, or the Tenant's failure to take reasonable and immediate action to prevent the accumulation of moisture or for the Tenant's failure to prevent the exposure of the any third persons to the presence of any dangerous molds in the Demised Premises.

9.5. Emergency Repairs to the Demised Premises.

In the event that an emergency condition occurs at the Demised Premises which if not promptly remedied would render the Demised Premises untenantable or which could cause a material casualty loss to the Tenant, and which condition is the Landlord's duty to correct under this Article 9 (e.g. a burst or blocked water pipe or sewerage line, an electrical short, or malfunction, or roof leak) and if Landlord and Landlord's Agent can not be notified after reasonable attempts by Tenant to advise each of them of the emergency condition and the proposed action, or if Landlord is unable to promptly correct the emergency condition after receiving notice, Tenant, at Tenant's expense, may take only the minimum action as is reasonably required to render the Demised Premises tenantable or to prevent a material casualty loss. Landlord shall reimburse Tenant the reasonable and necessary expenses incurred by Tenant in effecting the minimum action required, within thirty (30) days of provision by Tenant to Landlord of a summary of the minimum action including copies of the invoices, statements, bills, contracts or other underlying documentation containing reasonable detail as to the labor, materials and services provided to Tenant in order remedy

the emergency condition ("Claim"). Landlord shall provide written objection to Tenant of any portion of a Claim within thirty (30) days of receipt of a Claim, or any defense or objection to payment by Landlord to Tenant of the Claim shall be waived. This provision shall not apply to a substantial casualty loss occurring to the Building or Demised Premises, but only to an emergency condition. A substantial casualty loss shall be subject to the provisions of Article 16.

ARTICLE 10. IMPROVEMENTS AND ALTERATIONS.

10.1. Improvements by Landlord.

[Not applicable.]

10.2. Improvements or Alterations by Tenant.

Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without bolting, welding, drilling, gluing, cutting or otherwise defacing the Demised Premises. Without limiting the generality of the immediately preceding sentence, any installation or replacement of Tenant's heating or air conditioning equipment must be effected strictly in accordance with Landlord's instructions. All alterations, additions, and improvements, excluding only Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to its original condition at Tenant's expense. The Tenant shall not have any authority to create any liens for labor or material in the Landlord's interest in the Premises and all persons contracting with the Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises, and all material men, contractors, mechanics, and laborers, are hereby charged with notice that they must look only to the Tenant and to the Tenant's interest in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

10.3. Quality of Work.

All construction work done by Tenant within the Demised Premises shall be performed in a good workmanlike manner, lien-free and in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Demised Premises, including but not limited to the Landlord's rules and regulations governing construction. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage.

10.4. Contractor Requirements.

In the event Tenant uses a general contractor to perform construction work within the Demised Premises, Tenant shall, prior to the commencement of such work, require said

general contractor to execute and deliver to Landlord a waiver and release of any and all claims against Landlord and liens against the Demised Premises to which such contractor might at any time be entitled. All contractors shall adhere to Landlord's rules and regulations which govern Contractor requirements as they are now or may be reasonably amended from time to time.

10.5 Tenant Improvement Allowance.

Tenant shall make certain improvements to the space in the amount of at least one hundred twenty thousand dollars ($100,000.00) within Six (6) months of the Commencement Date (the "Minimum T.I."). As an inducement for Tenant to make such improvements as outlined in Exhibit 1.12, Landlord and Tenant have agreed to abatement of Rent for twelve (12) months from the Commencement Date. Tenant shall provide Landlord with invoices and receipts within Six (6) months of the Commencement Date which evidence the payment of the Minimum T.I. to the Demised Premises. In the event Tenant fails to make the Minimum T.I. payment and produce evidence of such, Tenant shall pay to Landlord the difference between the Minimum T.I. and the actual amounts paid (the "Deficiency Payment"). The Deficiency Payment shall be paid beginning Seven (7) Months after the Commencement Date and shall be paid in Three (3) equal monthly installments.

Landlord may, in Landlord's sole discretion, elect to reimburse Tenant (or make payment directly to contractors) for any portion of Tenant's improvement costs, up to the value of 1 year of Base Rent and Common Area Costs, upon completion of the Tenant Improvements and presentation to Landlord of the costs incurred. In the event, that Landlord elects to pay Tenant Improvement costs, the Free Rent Period shall be reduced in an amount equal to the amount paid by Landlord resulting in the Rent Commencement Date beginning upon payment by Landlord. For example, if Landlord elects to reimburse Tenant for 6 months worth of Base and Common Area Costs then the Rent Commencement Date shall begin on December 1, 2025.

10.6 Landlord's right of access.

10.7 Inspection, Repairs and Showing.

Landlord shall have the right to enter upon the Demised Premises at any time in the event of an emergency. Landlord shall have the right to enter upon the Demised Premises upon 24 hour or greater notice to Tenant, for the purpose of inspecting the same, or of making repairs to the Demised Premises or of showing the Demised Premises to prospective purchasers, tenants, lenders or other affiliated parties.

10.8 For Rent Signs.

Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last 180 days of the Lease Term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 9.2, Section 12.1 or any other provision of this Lease.

ARTICLE 11. SIGNS, EXTERIOR.

11.1. Tenant's Signage.

Tenant shall be allowed to install building standard signage on their exterior door and above their entrance. All signage shall be at Tenant's sole cost and expense, and shall be approved by Landlord in writing prior to installation.

11.2. General Requirements.

Tenant shall not, without Landlord's prior written consent (a) make any changes to the exterior of the Demised Premises, or (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like, or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the
Demised Premises. All signs, lettering, placards, banners, portable signs, decorations and advertising media shall be subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance.

ARTICLE 12. UTILITIES.

12.1. Provision.

Tenant shall provide all of the utilities necessary or desired in the conduct of its business on the Demised Premises including all facilities necessary to supply telephone, cable television and internet access. Landlord shall provide electricity, water, and sewerage services to point of supply, and garbage removal services for the Building and shall charge Tenant for any supplied services as Additional Rent unless seperatly metered in which case Tenant shall contact directly with the provider. Landlord shall provide electrical service to the Common Areas of the Building.

12.2. Payment.

Tenant shall promptly pay all charges for utilities furnished to the Demised Premises for its use and for which it is responsible under this Lease.

12.3. Disruption of Service.

Landlord shall not be liable for any interruption whatsoever in utility services by the providers thereof.

ARTICLE 13. INSURANCES.

13.1. Tenant's Property Insurance.

Tenant shall procure and maintain at its sole cost and expense Property Insurance and Flood Insurance upon all building improvements and personal property owned by Tenant with coverage for perils as set forth under the Causes of Loss-Special Form, in an amount equal to full insurable replacement cost. A separate flood insurance policy can be purchased through the national flood insurance program in addition to property insurance. All such insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, an ordinance and law endorsement, debris removal coverage and a waiver of subrogation endorsement in favor of Landlord. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixtures and equipment

of the insured Tenant to a condition as good as or better than that which existed prior to the incident for which any insurance claim is made. Tenant shall maintain a reasonable deductible consistent with good business judgment. Tenant shall be liable for such deductible in the event of an insured loss. The parties acknowledge and agree that as the result of tropical storm activity in the State of Florida, the coverages and endorsements required by this Section may not be available from time to time. In such event, and only during such period as the coverages and endorsements are not available, Tenant shall self insure and this Lease shall remain in full force and effect.

13.2. Tenant's Liability Insurance.

Tenant shall procure and maintain at its sole cost and expense Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering Tenant's operations in the Demised Premises, with combined single limits of not less than TWO MILLION
DOLLARS ($2,000,000.00) per any one occurrence and annual aggregate for bodily injury or property damage, naming Landlord as additional insured by ISO "Additional Insured – Designated Person or Organization endorsement. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Landlord, and shall contain a severability of interest clause.

13.3. Tenant's Business Income Interruption Insurance.

Tenant shall maintain Business Income Interruption Insurance, insuring the loss of income for a twelve month period. Such insurance shall contain an agreed valuation provision, and the amount of the coverage shall be adjusted annually. In the event the Landlord elects not to carry a policy of rental interruption insurance, the annual adjustment shall reflect the rent payable under the Lease for the next 12 month period. Tenant shall be responsible for any deductible amount payable under such coverage in the event of an insured loss.

13.4. Landlord's Property Insurance.

Landlord shall procure and maintain Property Insurance upon all building improvements and personal property owned by Landlord with coverage for perils as set forth under the Causes of Loss-Special Form, in an amount equal to full insurable replacement cost. Such insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, an ordinance and law endorsement, debris removal coverage and a waiver of subrogation endorsement in favor of Tenant. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the building improvements and persona property of the Landlord to a condition as good as or better than that which existed prior to the incident for which any insurance claim is made, subject to the requirements of any mortgage lender. Landlord shall maintain a reasonable deductible consistent with good business judgment. Landlord shall be liable for such deductible in the event of an insured loss, but may recover the same together with a reasonable interest component as a Common Area Cost to be amortized over a reasonable period of time consistent with prudent accounting practices.

13.5. Landlord's Liability Insurance.

Landlord shall procure and maintain Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering Landlord's operations in the Building, which combined single limits of not less than TWO MILLION DOLLARS ($2,000,000.00) per any one occurrence and annual aggregate for bodily injury or property damage, naming Tenant as additional insured by ISO "Additional Insured – Designated Person or Organization endorsement.

13.6. General Insurance Provisions.

All insurance policies required to be maintained hereunder shall be procured from insurance companies rated at least B+ or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. and licensed to do business in the State of Florida, unless such coverage is not available from any insurer licensed to do business in the State of Florida. All liability insurance policies shall provide that they shall not be cancelled or materially changed without providing at least thirty (30) days notice to the other party. Liability insurance limits may be provided through any combination of primary and/or excess insurance policies. Each party shall provide the other with satisfactory evidence of insurance, concurrently with the execution of the Lease and upon each renewal thereof, demonstrating the coverages are in full force and effect. Tenant shall provide proof of renewal of each policy of insurance required of the Tenant under this Lease, not less than thirty (30) days prior to the expiration of any policy, including proof that the Landlord is named as an additional insured.

13.7. Unavailability of Business Income Interruption Insurance.

This Lease (1) assigns all risk of loss which may occur to Tenant's business as the result of the interruption of utility services to the Demised Premises, other than an interruption caused by the intentional or negligent act of the Landlord, upon the Tenant; (2) assigns all risk of loss which may occur to Tenant's business as the result of a casualty loss, other than a casualty loss caused by the intentional act of the Landlord, upon the Tenant; and (3) requires Tenant to provide a policy of Business Income Interruption Insurance to enable Tenant to meet its obligations under this Lease if such events should occur. From time to time such insurance may not be available, or the cost thereof may constitute an unreasonable burden. Upon provision of assurances satisfactory to Landlord, to include without limitation signed financial statements for Tenant and any guarantors, that Tenant has the ability to self insure for the risks described above, the requirement may be waived by Landlord for such period during which Business Interruption Insurance is not available or the cost constitutes an unreasonable burden.

13.8. Unavailability of Landlord's Insurances.

The parties acknowledge and agree that as the result of tropical storm activity in the State of Florida, Landlord from time to time may not be able to obtain policies of Property Insurance or Rental Interruption Insurance and that the cost of both such policies, and the payment of any deductible by Landlord, are recoverable as Common Area Costs and Additional Rent under this Lease. The parties further acknowledge and agree that if Landlord is required to obtain Property Insurance from a surplus lines carrier, coverages and endorsements required under this Lease may not be available. It shall not be a breach

of this Lease if Landlord is unable to obtain such insurances, and this Lease shall remain in full force and effect.

ARTICLE 14. INDEMNIFICATION, WAIVER AND SUBROGATION.

14.1. Indemnification of Tenant.

Landlord shall defend Tenant from and against any and all claims, damages, losses, liens, judgments, penalties, expenses (including reasonable attorneys' and consultants' fees) and/or liabilities (collectively "Claims") except for those caused solely by the intentional misconduct or negligent acts of the Tenant, arising out of or relating to injury to any person or loss or damages to property that occurs on the Building, excluding the Demised Premises. Landlord shall protect, indemnify and hold harmless Tenant from and against any and all Claims except to the extent such Claims are caused by the intentional misconduct or negligent acts or omission of Tenant, arising out of or relating to injury to any person or loss of or damages to property which occurs on the Building, excluding the Demised Premises.

14.2. Indemnification of Landlord.

Tenant shall defend Landlord from and against any and all claims, damages, losses, liens, judgments, penalties, expenses (including reasonable attorneys' and consultants' fees) and/or liabilities (collectively "Claims") except for those caused solely by the intentional misconduct or negligent acts of the Landlord arising out of or relating to injury to any person or loss or damages to property that occurs on the Demised Premises. Tenant shall protect, indemnify and hold harmless Landlord from and against any and all Claims except to the extent such Claims are caused by the intentional misconduct or negligent acts or omission of Landlord, arising out of or relating to injury to any person or loss of or damages to property which occurs on the Demised Premises.

14.3. Waiver of Claims and Subrogation.

Landlord and Tenant agree to release each other from and against any and all loss or damage to property arising out of or incident to any peril required to be insured against in this Lease. The effect of such release is not limited to the amount of insurance actually carried or required to be carried, to the actual proceeds received after a loss, or to any deductibles applicable thereto. Each party shall have the insurance company that issues Property coverage waive any rights of subrogation and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Any cost associated with obtaining such a waiver from each party's insurance company shall be borne by that party. Either party's failure to carry the required insurance shall not invalidate this waiver.

ARTICLE 15. DAMAGES BY CASUALTY

15.1. Notice.

Tenant shall give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty.

15.2. Rebuilding and Repair.

In the event that the Building in which the Demised Premises are located shall be damaged Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Building. In the event: (a) the Building in which the Demised Premises are located is destroyed or substantially damaged by a casualty not covered by Landlord's insurance; (b) the damage or destruction occurs at a time during which Landlord was unable to obtain Property Insurance; (c) the Building is destroyed or rendered untenantable to an extent in excess of fifty percent (50%) of the floor area by a casualty covered by landlord's insurance; or (d) the holder of a mortgage, deed of trust or other lien on such building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Building. Landlord shall give written notice to Tenant or such election within thirty (30) days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense.

15.3. Extent of Obligation to Rebuild.

Landlord's obligation to rebuild and repair under this Article 16 shall in any event be limited to restoring the Building to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant. Tenant agrees that promptly after completion of such work by Landlord. Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant, or, if an exhibit describing Tenant's Work is attached hereto, all items of Tenant's Work as described in such exhibit, as the case may be.

15.4. Tenant's Right to Terminate on Casualty Loss.

Notwithstanding any provision contained herein to the contrary, if the casualty loss occurs during the last 18 months of the Lease Term and the estimated cost to repair exceeds fifty percent (50%) of the full replacement cost of the Building, or damages to the Demised Premises renders the Demised Premises unusable for Tenant's business purposes, Tenant may elect to terminate this lease by written notice served on Landlord within sixty (60) days after the occurrence of such damage or destruction. On such termination Base Rent and, Additional Rents (including without limitation Common Area Costs) shall be prorated as of the termination date.

15.5. Rents.

If the whole or any part of the Demises Premises shall be damaged or destroyed by any casualty, and if Landlord with respect to such casualty Landlord has a policy of Rental Interruption Insurance, then the Base Rent and Additional Rents payable by Tenant to Landlord hereunder shall be equitably abated or adjusted, as the case may be, in light of the impairments to that portion of the Premises of which Tenant is deprived on account of such damage or destruction; or by the restoration, replacement or rebuilding. If Landlord does not have a policy of Rental Interruption Insurance, then Rents shall not be abated or adjusted as provided above until the later of the date three (3) months following the date of

the casualty, or the date on which no further benefits are payable to Tenant under its policy Business Income Interruption Insurance for such casualty, if any.

ARTICLE 16. EMINENT DOMAIN.

16.1. Taking of 30% or More of the Demised Premises.

If thirty percent (30%) or more of the floor area and/or parking area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

16.2. Taking of Less than 30% of the Demised Premises.

If less than thirty percent (30%) of the floor area and/or parking area of the Demised Premises should be taken as aforesaid, this Lease shall not terminate; however, the minimum guaranteed rental (but no other charges hereunder) payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining premises or, if an exhibit describing Landlord's Work is attached to this Lease, all necessary repairs within the scope of Landlord's Work as described in such exhibit, as the case may be, required to make the remaining portions of the Demised Premises an architectural whole.

16.3. Award.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses, interruption of business or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant as long as such separate award does not reduce the amount of the award that would otherwise be awarded to Landlord.

ARTICLE 17. ASSIGNMENT AND SUBLETTING.

17.1. Landlord Consent.

Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Demised Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. In determining whether or not Tenant shall have the right to sublet or assign all or part of the premises at any time with Landlord's consent, Landlord shall be entitled to take into consideration factors such as the reputation and net worth of the proposed transferee, and the then current market conditions (including market rentals) and subject to Lender approval. In addition, Landlord shall also be entitled to charge Tenant a reasonable fee for processing Tenant's

request. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignment and sublettings. Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the Rents payable under this Lease, or if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the Rents payable under this Lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be..

17.2. Change in Control.

If Tenant is a corporation, limited liability company, partnership or other entity and if at any time during the term of this Lease the person or persons who own a majority of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of the execution of this Lease (or in the event of an assignment or sublease, at the effective date of the assignment or sublease) cease to own a majority of such voting rights of ownership interests shall be deemed an assignment of this Lease by Tenant and, therefore, subject in all respects to the provisions of Section 18.1 above. The previous sentence shall not apply, however, if at the time of the execution of this Lease, Tenant is a corporation and the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over-the-counter market. A change in the elected members of the governing boards of the partners of Tenant shall not be deemed an assignment.

17.3. Assumption of Lease.

Any permitted assignee or subtenant of an interest in and to this Lease shall be deemed, by acceptance of such assignment or sublease or by taking actual or construction possession of the Demised Premises, to have assumed all of the obligations set forth in or arising under this Lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or subtenant obtains possession of the Demised Premises

17.4. No Release.

Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this Lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings).

17.5. Encumbrance by Tenant.

Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises.

17.6. Assignment by Landlord.

In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such a successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE 18. SUBORDINATION; ATTORNMENT; ESTOPPELS.

18.1. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Demised Premises, and to any renewals and extensions thereof. Tenant agrees that any mortgagee shall have the right at any time to subordinate its mortgage, deed of trust or other lien to this Lease; provided, however, notwithstanding that this Lease may be (or made to be) superior to a mortgage, deed of trust or other lien, the mortgagee shall not be liable for prepaid rentals, security deposits and claims accruing during Landlord's ownership; further provided that the provisions of a mortgage, deed of trust or other lien relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and provisions relative to proceeds arising from insurance payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this instrument with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord shall obtain from any such mortgagee a written agreement that after a foreclosure (or a deed in lieu of foreclosure) the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this Lease.

18.2. Notice to Mortgagee.

At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time (not less than 30 days) shall thereafter have elapsed without the default having been cured.

18.3. Estoppel Certificate.

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify Tenant and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same

is in full force and effect as so modified), shall confirm that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default, specifying any default), shall confirm Tenant's agreements contained above in this Article 20, and shall contain such other information or confirmations as Landlord may reasonably require. Landlord is hereby irrevocably appointed and authorized as the agent and attorney-in-fact of Tenant to execute and deliver any such written statement on Tenant's behalf if Tenant fails to do so within ten (10) business days after the delivery of a written request from Landlord to Tenant.

18.4. Lender Requirements for Lease.

If, in connection with obtaining temporary or permanent financing for the Premises or any part of the Premises or of any ground or underlying lease, any such lender shall request reasonable modifications of this Lease as a condition to such financing, Tenant agrees that Tenant will not unreasonably withhold, delay or defer the execution of an agreement of modification of this Lease provided such modifications do not increase the financial obligations of Tenant hereunder or materially and adversely affect the leasehold interest hereby created or Tenant's reasonable use and enjoyment of the Premises. In the event of Tenant's refusal to execute and deliver any such modification agreement within thirty (30) days after request therefore by Landlord, the parties expressly agree that Landlord may at its sole election invoke any or none of the following remedies: (1) deem the failure an incident of default under the Terms of this Lease; or (2) may cancel and terminate this Lease and upon such cancellation and termination neither party shall have any further right or obligation to the other arising out of the execution and delivery of this Lease.

ARTICLE 19. DEFAULT BY TENANT.

The following events shall be deemed to be events of default by Tenant under this Lease:

19.1. Failure to Pay Rents.

Tenant shall fail to pay any installment of rental or any other obligation under this Lease involving the payment of money and such failure shall continue for a period of ten (10) days after written notice thereof to Tenant; provided, however, that for each calendar year during which Landlord has already given Tenant one written notice of the failure to pay an installment of rental, no further notice shall be required (i.e., the event of default will automatically occur on the tenth day after the date upon which the rental was due)

19.2. Breach of Non-Monetary Lease Provisions.

Tenant shall fail to comply with any provision of this Lease, other than as described in Section 20.1 above, and either shall not cure such failure within fifteen (15) days after written notice thereof to Tenant, or if the default is of a type that cannot be cured within the fifteen (15) day period, that Tenant has failed to commence the cure within the fifteen (15) day period and thereafter to diligently work to complete the cure after the written notice to the Tenant, or shall cure that particular failure but shall again fail to comply with the same provision of the Lease within three months after Landlord's written notice.

19.3. Insolvency.

Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

19.4. Bankruptcy.

Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease there under.

19.5. Receiver.

A receiver or Trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this Lease.

19.6. Failure to Conduct Business Operations.

Tenant shall cease its business operations at; desert or vacate; or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premises;, or at any time prior to the last month of the Lease term shall remove or attempt to remove, without the prior written consent of Landlord, all or a substantial amount of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

19.7. Lien.

Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises.

ARTICLE 20. REMEDIES FOR DEFAULT.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies, in addition to any remedies provided by law, and without any notice or demand whatsoever:

20.1. Damages.

Without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the damages suffered by Landlord as a result of the event of default, plus interest on such amount at the maximum contractual rate which could legally be charged in the event of a loan of such amount to Tenant (but in no event to exceed 1½% per month); and Landlord may pursue a monetary recovery from Tenant.

20.2. Acceleration of Rents.

Upon written demand, declare the entire Base Rent for the balance of the Term of this Lease due and payable immediately. In addition thereto there shall be due and payable Common Area Costs calculated by multiplying the current monthly payment of the Common Area Costs at the time of the event of default by the number of months remaining for the balance of the Term, and then subtracting a 5% annual discount rate.

20.3. Possession without Termination or Surrender.

Without any further notice or demand whatsoever, Landlord may take any one or more of the actions permissible at law to insure performance by Tenant of Tenant's covenants and obligations under this Lease. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to open or business as required in this Lease or, having opened for business, deserts or vacates the Demised Premises, Landlord may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Tenant the monthly rentals and other charges provided in this Lease; moreover, although in such event Landlord shall use its reasonable efforts to relet the Demised Premises and thus reduce the obligation of Tenant to pay rentals and other charges due pursuant to this Lease (i.e., only to the extent of whatever amounts are actually received from the replacement tenant, and even then only after all payments prescribed by Section 21.5 below have been satisfied in full), Landlord shall have no obligation to agree to any lease terms which it deems to be unacceptable, nor shall Landlord be obligated (i) to travel outside a radius of thirty (30) miles from its principal office in order to meet with a prospective tenant, and (ii) to expend monies for finish-out requested by a prospective tenant unless Landlord in its sole and absolute discretion approves both the lease terms and the credit of such prospective tenant. If Landlord does, at its sole discretion, elect to relet the Demised Premises, such action by Landlord shall not be deemed as an acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to this subsection (2), Tenant hereby acknowledging that Landlord shall otherwise be reletting as Tenant's agent and Tenant furthermore hereby agreeing to pay to Landlord on demand any deficiency that may arise between the monthly rentals and other charges provided in this Lease and that actually collected by Landlord. It is further agreed in this regard that in the event of any default described in Section 20.2 of this Lease, Landlord shall have the right to enter upon the Demised Premises pursuant to Chapter 83, Florida Statutes, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Finally, it is agreed that in the event of any default described in Section 20.7 of this Lease, Landlord may pay or bond around such lien, whether or not contested by Tenant; and in such event Tenant agrees to reimburse Landlord on demand for all costs and expenses incurred in connection with any such action, with Tenant further agreeing that Landlord shall in no event be liable for any damages or claims resulting from such action.

20.4. <u>Termination</u>.

Landlord may terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent (including any late charge or interest which may have accrued pursuant to Section 4.4 of this Lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, pursuant to the provisions of Chapter 83, Florida Statutes. In addition, Tenant agrees to pay to Landlord on demand the amount of

all loss and damage which Landlord may suffer by reason of any termination effected pursuant to this Section 21.4, said loss and damage to be determined by either of the following alternative measures of damages:

(1) Until Landlord is able, through reasonable efforts (i.e., subject to the same qualifications as are explained in Section 21.3 above), to relet the Demised Premises under terms satisfactory to Landlord, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this Lease. If and after the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly rentals and other charges provided in this Lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly rentals and other charges provided in this Lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this Lease; but Tenant shall have no right to such excess other than the above-described credit.

(2) When Landlord desires, Landlord may demand a final settlement. Upon demand for a final settlement, Landlord shall have a right to, and Tenant hereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this Lease for the remainder of the term and the reasonable rental value of the Demised Premises for such period, such difference to be discounted to

present value at a rate equal to the rate of interest which is allowed by law in the state of in which the Demised Premises are located when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of six percent per annum).

If Landlord elects to exercise the remedy prescribed in Section 21.3 above, this election shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in Section 21.4 above, provided that at the time of such cancellation Tenant is still in default. Similarly, if Landlord elects to compute damages in the manner prescribed by Subsection (1) above, this election shall in no way prejudice Landlord's right at any time thereafter to demand a final settlement in accordance with subsection (2) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

20.5. Rents.

It is expressly agreed that in determining "the monthly rentals and other charges provided in this Lease," as that term is used throughout subsections 21.4 (1) and 21.4 (2) above, there shall be added to the Base Rent a sum equal to the Common Area Costs (not to exceed the cost to meet what the Tenant's liability would be under the Lease during the time that Tenant is in default as specified in Article 4 of this Lease).

20.6. Security Deposit.

Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.1 above, to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease. Tenant agrees that such deposit may be co-mingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rentals and any other damage, injury, expense or liability caused to Landlord by such event of default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this lease (subject to the provisions of Section 25.1 below).

20.7. Bankruptcy of Tenant.

In the event of any default described in Section 20.4 of this Lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that the Landlord must be provided with adequate assurance (i) of the source of rent and other consideration due under this Lease; (ii) that the financial condition and operating performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this Lease; and (iii) that any assumption or assignment is subject to all of the provisions of this Lease (including, but not limited to, restrictions as to use) and will not breach any such provision contained in any other lease, financing agreement or other agreement relating to the Demised Premises.

(1) In order to provide Landlord with the assurance contemplated by the Bankruptcy Code, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this Lease is effective: (i) all defaults under Section 20.1 of this Lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Article 20 of this Lease other than Section 20.4 must be cured within fifteen (15) days after the date of assumption; (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys fees) must be paid to Landlord within ten (10) days after the date of assumption; and (iv) Landlord must receive within ten (10) days after the date of assumption a security deposit in the amount of six (6) months Base Rent (using the Base Rent in effect for the first full month immediately following the assumption) and an advance prepayment of Base Rent in the amount of three (3) months Base Rent (using the Base Rent in effect for the

first full month immediately following the assumption), both sums to be held by Landlord in accordance with Section 21.6 above and deemed to be rent under this Lease for the purposes of the Bankruptcy Code as amended and from time to time in effect.

(2) In the event this Lease is assumed in accordance with the requirements of the Bankruptcy Code and this Lease, and is subsequently assigned, then, in addition to any other reasonable obligations that Landlord may require and in order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Landlord shall be provided with (i) a financial statement of the proposed assignee prepared in accordance with generally accepted accounting principles consistently applied, though on a cash basis, which reveals a net worth in an amount sufficient, in Landlord's reasonable judgment, to assure the future performance by the proposed assignee of Tenant's obligations under this Lease; or (ii) a written guaranty by one or more guarantors with financial ability sufficient to assure the future performance of Tenant's obligations under this Lease, such guaranty to be in form and content satisfactory to Landlord and to cover the performance of all of Tenant's obligations under this Lease.

ARTICLE 21. NOTICES.

21.1. Manner and Method.

Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above (or at Landlord's option, to Tenant at the Demised Premises; or in the absence of the Tenant from the Demised Premises by posting the notice conspicuously on the Demised Premises), or such other addresses as they have theretofore specified by written notice.

21.2. Joint Parties and Authorized Agents for Landlord.

If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payment to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

ARTICLE 22. GOVERNMENTAL REGULATIONS.

22.1. Effect and Compliance.

Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives, guidelines and regulations (collectively referred to hereinafter as the "Regulations") and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Demised Premises, and concerning the impact on the environment of construction, land use, maintenance and operation of structures, toxic substances or Hazardous Substances, and conduct of business. Subject to the express rights granted to Tenant under the term of this Lease, Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would adversely affect the environment, or do anything or permit anything to be done that would violate any of the Regulations. Moreover, Tenant shall have no claim against Landlord by reason of any changes to the Demised Premises required pursuant to said Regulations or any charges imposed upon Tenant, Tenant's customers or other invitees pursuant to same. **22.2. Rents Regulation.**

If, by reason of any Regulations, the payment to, or collection by, Landlord of any rental or other charge (collectively referred to hereinafter as "Lease Payments") payable by Tenant to Landlord pursuant to the provisions of this Lease is in excess of the amount (the "Maximum Charge") permitted thereof by the Regulations, then Tenant, during the period (the "Freeze Period") when the Regulations shall be in force and effect shall not be required to pay, nor shall Landlord be permitted to collect, any sum in excess of the Maximum Charge. Upon the earlier of (i) the expiration of the Freeze Period, or (ii) the issuance of a final order or judgment of a court of competent jurisdiction declaring the Regulations to be invalid or not applicable to the provisions of this Lease, Tenant, to the extent not then proscribed by law, and commencing with the first day of the month immediately following, shall pay to Landlord as additional rental, in equal monthly installments during the balance of the term of this Lease, a sum equal to the cumulative difference between the Maximum Charges and the Lease Payments during the Freeze Period. If any provisions of this section, or the application thereof, shall to any extent be declared to be invalid and unenforceable, the same shall not be deemed to affect any of the other provisions of this section or of this Lease, all of which shall be deemed valid and enforceable to the fullest extent permitted by law.

ARTICLE 23. ARBITRATION.

Any controversy or claim in excess of $5,000.00 between the parties or between any party and any officer, director, employee, or agent of a party, whatsoever, whether arising under or relating to this Agreement or not, which accrued before the date of this Agreement, or which accrues during any time that any duty or obligation under this Agreement remains undischarged, and including any claim involving an alleged tort shall be decided by binding arbitration pursuant to Section 682.01 et seq., of the Florida Statutes (Florida Arbitration Code) as amended from time to time and not under the rules of the American Arbitration Association, except as otherwise specifically provided below.

23.1. Arbitrator.

The arbitration shall be before one (1) arbitrator, who shall be a licensed, practicing attorney in the State of Florida with at least ten (10) years experience in commercial litigation. If the parties fail to agree on the sole arbitrator within ten (10) days of written notice from either party of a dispute to be submitted to arbitration, each party shall designate its selected

arbitrator and the two so chosen shall select within ten (10) days of selection a single arbitrator to serve. If a party fails to select an arbitrator the arbitrator chosen by the other party shall serve. If the arbitrators cannot agree on the sole arbitrator, application shall be made to a court of competent jurisdiction for the appointment of the arbitrator under Section 682.04, Florida Statutes. The fees and costs of the arbitration shall be equally divided between the parties. If a party fails to pay the fees of the arbitrator as requested from time to time, the other party may advance any such fees, which shall be due with interest at the maximum legal rate permitted by law from the date of advancement, and shall be part of the award in the arbitration.

23.2. Time of Arbitration.

The arbitration hearing shall be held within forty-five (45) days from the date of the arbitrator's acceptance of his or her duties, unless otherwise agreed by all parties, or extended by the arbitrator on good cause shown. The Arbitrator shall render a written decision within forty five (45) days from the date of the hearing. The arbitration shall be completed within one hundred eighty (180) days from the date of written request from the party initiating arbitration. All arbitration proceedings shall be held in Charlotte County, Florida. If the parties cannot agree on a location, the Arbitrator shall select the place of arbitration.

23.3. Fees and Costs of Arbitration.

The fees and costs of the arbitration shall be equally divided between the parties. If a party fails to pay the fees of the arbitrator as requested from time to time, the other party may advance any such fees, which shall be due with interest at the maximum legal rate permitted by law from the date of advancement, and shall be part of the award in the arbitration.

23.4. Power of Arbitrator.

Any award rendered in the arbitration shall be binding and conclusive upon the parties and shall not be subject to retrying or appeal before any court. The arbitrator shall have the right to decree specific performance. The arbitrator shall have the power to determine a party's entitlement to attorney fees and to determine and award the amount of the reasonable attorney's fees to which a party is entitled. The parties waive any right to have a court of competent jurisdiction determine the reasonable fees to be awarded the prevailing party in any arbitration action.

23.5. Discovery.

Upon request, the parties shall have a mutual duty to exchange all available discoverable evidence relating to the controversies or claims submitted to arbitration including the names addresses and telephone numbers of any person a party intends to call as a witness at the arbitration hearing. If a party fails to provide the discoverable evidence the arbitrator shall have the right upon application and hearing to impose sanctions as the court may impose for a discovery violation, other than civil contempt. On the application of any party, a case management conference with the Arbitrator shall be scheduled at which the parties shall cooperate to identify the witnesses, documents and other evidence which to be presented at the arbitration hearing and the discovery required to prepare for the arbitration hearing based on such identification. The arbitrator shall set a discovery schedule, including times,

dates and places for the exchange of documents and conduct of depositions and shall cause to be issued such subpoenas as may be required. In making decisions under this section the arbitrator shall apply the Florida Rules of Civil Procedure governing discovery.

23.6. Exceptions to Arbitration.

The Landlord, without waiving any right to demand arbitration of any claim may at its sole election bring an action in any court of competent jurisdiction for summary possession for nonpayment of rent or for a material breach of the lease which is not cured after notice. Upon the filing of a counterclaim and payment of all rents due into the registry of the court, the dispute shall be submitted to binding arbitration as provided above. Nothing herein shall be construed to prevent a party from filing in any court of competent jurisdiction an action for temporary injunctive relief to maintain the status quo while seeking specific enforcement of this Lease, or if a party reasonably believes that the grounds required by Rule 1.610 of the Florida Rules of Civil Procedure for the granting of a temporary injunction exist. Upon denial of the Motion for Temporary Injunctive Relief or upon the entry of an Order dissolving any Order Granting Temporary Injunctive Relief, any such action shall be stayed while all claims and disputes between the parties are arbitrated. In the event that no Motion to Dissolve an Order Granting Temporary Injunctive Relief is filed within fifteen (15) days of the other party receiving Notice of such Order, any such action shall be stayed, except for enforcement purposes, while all claims and disputes between the parties are arbitrated. In such event any such action is filed the court shall retain jurisdiction to enforce any award entered by the Arbitrator.

ARTICLE 24. SURRENDER OF PREMISES.

24.1. Surrender.

Tenant agrees to surrender to Landlord, at the expiration of the Lease Term, as may be extended, and/or upon any earlier termination or cancellation of this Lease, the Demised Premises in as good condition as the Demised Premises were at the beginning of the Lease Term, ordinary wear and tear (based on the condition of the Demised Premises if Tenant meets its duties to maintain the Demised Premises), excepted, and including the cubicles owned by Landlord and in the Demised Premises. Tenant agrees that if Tenant does not surrender the Demised Premises to Landlord at the end of the Lease Term the Tenant will pay to landlord all reasonable damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Demised Premises, and will indemnify and save Landlord harmless from and against all claims made by any person, firms or entities including but not limited to the succeeding tenant of the Demised Premises against Landlord on account of delay of Landlord in delivering possession of the Demised Premises to the succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender the Demised Premises in accordance herewith, or otherwise.

24.2. Payments After Termination.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possessions shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment. **24.3. No Surrender by Act of Landlord.**

No act or thing done by Landlord or its agents during the Lease Term shall be deemed an acceptance of a surrender of the leasehold interest of Tenant in and to the Demised Premises and no agreement to accept a surrender of the Demised Premises shall be valid unless it be made in writing and subscribed by a duly authorized agent of Landlord.

24.4. Hold Over Tenancy.

In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease or any Extension Option which Tenant properly exercised, and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant at will at a daily rental equal to one-thirtieth (1/30th) of the sum of (i) the monthly rental herein provided, plus (ii) one-hundred percent of such amount; and such tenancy will otherwise be subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a tenancy at will. This Section 25.4, however, shall not be construed as permission by Landlord for Tenant to hold over.

ARTICLE 25. MISCELLANEOUS PROVISIONS.

25.1. No Other Relationship.

Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto.

25.2. Waivers.

One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

25.3. Rents are Independent Obligation.

Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights granted it under this Lease or at law; however, at the direction of Landlord, Tenant's claims in this regard shall be litigated in proceedings different from any litigation involving rental claims or other claims by Landlord against Tenant (i.e., each party may proceed to a separate judgment without consideration, counterclaim or offset as to the claims asserted by the other party).

25.4. Limitation of Liability.

The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Demised Premises; and Landlord shall not be personally liable for any deficiency, except

that Landlord shall, subject to the provisions of Section 21.5 hereof, remain personally liable to account to Tenant for any security deposit under this Lease. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord.

25.5. Severability.

If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the provision, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, covenant or condition of this Lease shall continue to be valid and be enforceable to the fullest extent permitted by law.

25.6. Force Majeure.

Whenever a period of time is prescribed for action to be taken by a party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of the party, provided however the foregoing shall not (1) relieve the Tenant from the obligation to pay the rents due under this Lease; and (2) shall not include the inability of a party to obtain financing or otherwise proceed with its obligations under this Lease because of a lack of funds.

25.7. Recording and Short Form Lease.

Upon request by Landlord, Tenant shall execute a short form Lease in recordable form setting forth the name of the parties, the Term of the Lease, the Commencement of Lease Term, the description of the Premises and such other matters as Landlord shall specify. Tenant shall not record this Lease without the prior written consent of Landlord.

25.8. Time.

Time is of the essence in all the terms, provisions, covenants, and conditions of this Lease, except as provided by Section 26.6. Whenever the consent of Tenant or Landlord is required hereunder, such consent shall not be unreasonably withheld or delayed.

25.9. Headings.

The terms, provisions, covenants and conditions of this Lease are expressed in the total language of this Lease Agreement and the headings are solely for the convenience of the reader and are not intended to be all inclusive.

25.10. Tender and Delivery of Lease Instrument.

Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Demised Premises. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant.

25.11. Law Governing.

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

25.12. Attorney Fees.

In the event an arbitration, suit or action is brought by any party under this Agreement against any other party to this Agreement, arising in any way from the negotiation or performance of its terms, or otherwise relating to, being connected with, or arising from this Agreement, or in any appeal there from, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the respective arbitrator, trial court, and/or appellate court. The parties waive any right to have a court of competent jurisdiction determine the reasonable fees to be awarded the prevailing party in any arbitration action.

25.13. Titles and Captions.

All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

25.14. Pronouns and Plurals.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

25.15. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

25.16. Further Action.

The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

25.17. Entire Agreement.

This Lease (including all exhibits hereto) contains the entire agreement between the parties to this Lease and are the result of all prior negotiations between the parties. This Lease may be modified only by an agreement in writing signed by the party to be charged. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties except for those which are contained in this Lease.

25.18. Radon Gas.

In compliance with Section 404.056 Florida Statutes, Tenant is hereby made aware of the following: RADON GAS 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.

25.19. Construction.

In any construction of the terms of this Lease, no weight shall be given or any presumption permitted by virtue of the party drafting the instrument.

25.20. Brokers.

Each party hereto hereby agrees to indemnify the other party and hold the other party harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by any other broker or agent through commitments of the indemnifying party with respect to this Lease. If applicable, Landlord shall pay any broker's commissions or finder's fees that may be payable to Chuck Thomas of Maxim Commercial by Landlord in connection with this transaction. Tenant represents that it has not engaged any broker or finder in connection with this transaction.

25.21. Personal Guaranty.

Tenant hereby agrees and acknowledges that Landlord would not enter into this Lease without the personal guaranty of the principal owners and operators of Tenant's business and Guarantor hereby agrees that it has entered into this Lease and the attached Guaranty freely and voluntarily.

SIGNATURE PAGE TO FOLLOW:

LANDLORD: **DATED:** _____
5/29/2025

1107 W. Marion, LLC

Chad D. Commers- Manager

By: _____ Chad D. Commers

As its: _____ Manager

TENANT: **DATED:** _____
5/29/2025

Punta Gorda Chocolate & Wine, Inc.

Patricia J Herndon

By: _____ Patricia J Herndon

As its: _____ President

_____

EXHIBIT LIST

Exhibits	Description
"1.1"	Sketch of the Demised Premises and Common Areas
"1.12"	Schedule of Tenant Improvements
"1.13"	Construction Rules and Regulations
"8.5"	Rules and Regulations
"26.21"	Personal Guaranty

EXHIBIT "1.1"

Sketch of the Premises and Common Areas On File.

EXHIBIT "1.12"

Schedule of Tenant Improvements

TBD

EXHIBIT "1.13"

CONSTRUCTION RULES AND REGULATIONS (HARBOR PLACE – 1107 W. MARION)

These rules and regulations are for contractors working at **HARBOR PLACE AT 1107 W. MARION** and is intended to supplement those criteria specified in the tenant's lease as well as any further description of Landlord's Work and Tenant's Work as outlined in the exhibits of the lease.

1. Preconstruction Requirements: Prior to commencing construction at **1107 W. MARION, PUNTA GORDA, FL 33950** the tenant's contractor must meet with the Property Manager to discuss construction criteria, any special or unique situations and any questions either party may have for the other.

2. Building Operating Hours: 8:00a.m. – 6:00p.m. Monday through Friday, and 10:00a.m. – 6pm on Saturday and Sunday. These hours are subject to change. Contractors will make commercially reasonable efforts to minimize disruption to other tenants, customers, or employees of the building.

3. Construction Schedule: Prior to commencement of construction, Tenant's contractor will provide the Property Manager with a construction schedule in addition to the following:
   a) List of all sub-contractors to be used on the job and a copy of their licenses.
   b) Name and telephone number of supervisor/foreman.
   c) Dates and times major electrical and plumbing work will be done, including any expectations of necessary interruptions to building services.
   d) Date HVAC installation will occur, if applicable.
   e) Date construction will be completed (best estimate).
   f) Copy of general contractor and all sub-contractors licenses and a Certificate of Insurance for worker's compensation insurance, automobile insurance and general liability from each naming the following:

      Additional Insureds: **STRONGPOINT COMMERCIAL GROUP, LLC**

      Certificate Holder: **1107 W. MARION LLC**

4. Construction Coordinator: The following items of construction must be coordinated with the Property Manager in accordance with Tenant's lease.

   a) All roof penetrations (HVAC, plumbing, vent, etc.) will be coordinated with landlord's roofing contractor. At the end of each working day, each contractor will

      be responsible for cleaning his debris from the roof, walkways, ground area or parking surface to include nails, screws, pieces of sheet metal, tools, etc.

b) Sprinkler work requiring drain down and hydro tests may not take place during operating hours and must be coordinated with Property Manager.

c) Any large deliveries that may require special access.

d) Any action that may disrupt utility systems.

e) All concrete cutting and chipping and nail gun use must be done prior to working hours as described above.

f) Permit shall be displayed prominently at front of space.

5. Deliveries/Construction Traffic: All deliveries and construction into and out of the space must be routed through the rear door to the space if possible. If the space has no rear door, then these items must be scheduled for movement before or after operating hours. The General Contractor will be responsible for continuous clean up and repair (if necessary) of all common area surfaces affected by construction traffic.

6. Trash Removal: Tenant's contractor must remove construction trash daily and all such trash must be kept within the Tenant's demised space until removed from the property. No construction items will be placed in building's dumpsters. **Dumpster placement must be coordinated with the Building Management.** Removal or emptying of such dumpsters must be accomplished as needed or when requested by Management. Failure to remove the dumpster within 24-hours of request will result in the dumpster being removed at contractor's expense with a 20% administration fee added. Contractor's dumpster must be clearly identified.

   Failure to keep dumpster areas clean on a daily basis or allowing debris to accumulate over the top of the dumpster will result in a $250.00 fine.

7. Tools Equipment & Material Storage: All tools, equipment and construction materials must be kept inside Tenant's space. There is no storage space available. No construction materials, tools or equipment will be allowed around the outside. No storage of any construction materials will be allowed in fire/service corridors.

8. Security: Security of contractor's tools, equipment and materials is the responsibility of the contractor. Landlord will **not** be responsible for the protection of Tenant or contractor's property at any time.

9. Construction Parking: All commercial vehicles of Tenant's general contractor, subcontractors and all delivery vehicles must not park along the curb for any longer than it takes to unload, and all vehicles must park in the perimeter spaces in the rear of the building parking lot. Violators of this regulation are subject to tow (per occurrence) without warning.

10. Telephone Service: Tenant is responsible for providing temporary telephone service, if needed, to the space at Tenant's expense.

11. Construction Signage: No signs are permitted outside the unit or in the windows.

12. Compliance: In all cases Tenant and Tenant's contractor(s) must conform to all applicable statues, ordinances, regulations and codes covering construction in the City of **PUNTA GORDA** and/or **CHARLOTTE** County.

13. Fire Emergencies:

a) Contractors are required to follow all Federal, State, County and Municipal Fire codes. Adequate fire extinguishers should be present, in safe operating condition with proper rating and ready for immediate use if necessary.

Should any fire occur, call 911, reporting the address as **1107 W. MARION, LLC**. Never delay immediate reaction to any size fire.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THE FOREGOING LISTED CONSTRUCTION RULES AND REGULATIONS.

BY: _____

COMPANY: _____

TITLE: _____

DATE: _____

TENANT: _____

SUITE NUMBER: _____

EXHIBIT "8.5"

Rules and Regulations

1. No Tenant or its employees, agents or subcontractors shall park in any parking space which abuts the front of any unit, not leased by that Tenant.
2. No Tenant, or its employees, agents or subcontractors shall park in any fire lane providing access the Building or in front of any access door in the rear of any unit. Stopping in any fire lane or in front of any access door at the rear of any unit, shall be limited to the purpose of loading and unloading.
3. Tenant will provide to the Landlord or Landlord's Management Agent the names, addresses and telephone numbers of two individuals who may be contacted in the event of an emergency during non-business hours.

4. Tenant will be responsible for providing containers for its trash and its removal. Cartons will be flattened prior to disposal unless they contain trash. No flammable or explosive materials will be placed in trash containers. No hazardous or toxic substances as defined by any State of Federal law shall be placed in trash containers.
5. It is specifically requested that speed limits be observed throughout the area, and that pedestrians refrain from crossing planted areas or lawns.
6. The sidewalks, corridors, halls and stairways in and adjacent to the Building shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress. The doors and windows that reflect or admit light into any place in the building shall not be covered or obstructed by Tenant. The restroom and plumbing facilities shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish or other obstructions or injurious substances shall be thrown therein. Nothing shall be thrown out of the windows or doors or stairways of the Building.
7. No awnings, curtains, blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the premises without prior written consent of the Landlord.
8. The Premises shall not be occupied or used for lodging at any time, nor shall any cooking be done in the Premises which is outside of Tenant's ordinary course of business, nor shall vending machines of any kind be installed or used in any part of the building without the prior written approval of the Landlord, not to be unreasonably withheld. No gambling, immoral, or other unlawful conduct shall be permitted in the Building.
9. Tenant shall not do or permit to be done any act in the Premises or in or near the Building which will obstruct or interfere with the rights of other tenants or annoy them in any way, including loud noises, or musical performances. No pets, or animals, birds or reptiles of any kind shall be brought or kept in the Building.
10. No additional locks or latches shall be placed upon any door without the written consent of the Landlord. Tenant upon the termination of this Lease, shall return to Landlord all keys to doors in the Building possessed at the time.
11. Landlord shall have the right to reasonably prescribe weight, position and manner of installation of heavy articles, machinery and equipment, including but not limited to safes, machines and computer equipment which Tenant may desire to install in the Premises. No safes, furniture, boxes, large parcels or other kinds of freight shall be taken to or from the Premises and are not allowed in any elevator, hall or corridor without prior written approval of the Landlord and then only in the manner prescribed by the Landlord. Any additional costs related to the modification and/or reinforcement of the foundation or concrete slab shall be added to and included in the improvement costs and shall be the responsibility of the Tenant.
12. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises, and no inflammable, combustible or explosive fluid, chemical or substance shall be brought into the building.
13. Vehicular ingress and egress to and the use of all parking areas within said complex, including all parking areas adjoining the building shall be subject to such restrictions, terms, conditions, rules and regulations as Landlord shall, from time to time prescribe. In all events, parking facilities supplied by the Landlord or Tenant, if any, shall be used for vehicles which can occupy a standard parking area only, i.e., (9 feet by 18 feet). No boats, RV's or other vehicles of similar recreation type will be allowed.
14. Landlord reserves the right, from time to time, to amend any one or more of the above rules and regulations, and to make such other reasonable rules and regulations as in his judgment may be needed, for the security, safety, care and cleanliness of the Building.

EXHIBIT "26.21"
GUARANTY

FOR LEASE DATED as of the this day of_____5/29/2025 **,** by and between 1107 W. Marion, LLC, a Florida limited liability company ("Landlord"), Punta Gorda Chocolate & Wine, Inc., a Florida profit corporation ("Tenant"), and __Patricia J. Herndon and John S. Herndon_("Guarantor"), Guarantor hereby agrees as follows.

In consideration of the execution of the Lease by Landlord, the undersigned jointly and severally, intending to be legally bound hereby, hereby becomes Guarantor for the prompt and faithful performance by Tenant of the within Lease and all terms, covenants and conditions thereof including, but not limited to, the payment by Tenant of the rental and all other sums to become due thereunder. Guarantor agrees that (1) this obligation shall be binding upon Guarantor without any further notice or acceptance hereof, but the same shall be deemed to have been accepted by the execution of the within Lease; (2) immediately upon each and every default by Tenant, without any notice to or demand upon Guarantor, Guarantor will pay to Landlord the sum or sums in default and will comply with or perform all the terms, covenants and conditions of said Lease which shall be binding upon the said Tenant as provided in said Lease; (3) no extension, forbearance or leniency extended by Landlord to the said Tenant shall discharge Guarantor and Guarantor agrees at all times it will be liable notwithstanding same and notwithstanding the fact that Guarantor has had no notice of any said default or of any said forbearance or extension; (4) Landlord and Tenant without notice to consent by Guarantor may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the said Lease and that Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent or agreement by Tenant by its own operation, shall be deemed to be a joinder, consent, waiver or agreement by Guarantor with respect thereto and that Guarantor shall continue as Guarantor with respect to the said Lease as so modified, amended or otherwise affected. The obligations of Guarantor herein shall be extensive with and shall remain in effect as long as Tenant obligations in and under the said Lease, and all extensions or modifications thereof shall continue and in the event of the termination of this Lease by a Trustee in Bankruptcy, the Guarantor agrees to execute a lease in favor of the Landlord upon the same terms and conditions as contained in the within Lease, but for the unexpired term thereof. Guarantor further agrees to be bound by each and every covenant, obligation, power and authorization, without limitation, in the said Lease, with the same force and effect as if it were designated in and had executed said Lease as Tenant hereunder.

AGREED TO AND ACCEPTED ON:____5/29/2025_____.

GUARANTOR:

Patricia J Herndon

_____

PATRICIA J. HERNDON

DATE:_____5/29/2025

GUARANTOR:

John Stephan Herndon

_____

JOHN S. HERNDON

DATE:_____5/29/2025

Punta Gorda Coffee and Tea Cafe Lease 2025 (HPL 1107 W. Marion Ave. Ste. 119) Clean 5.2

Audit Log

Document e-signed by Patricia Herndon - pgchocolateandwine@gmail.com

Patricia J Herndon PJH

Signature Date: 05-29-2025 - 06:46 PM UTC IP

Address: 73.255.149.232

Document e-signed by John Herndon - pgcoffeeandtea@gmail.com

John Stephan Herndon JSH

Signature Date: 05-29-2025 - 06:48 PM UTC IP

Address: 73.255.149.232

Document e-signed by Chad Commers - chad.commers@strongpointcommercial.com

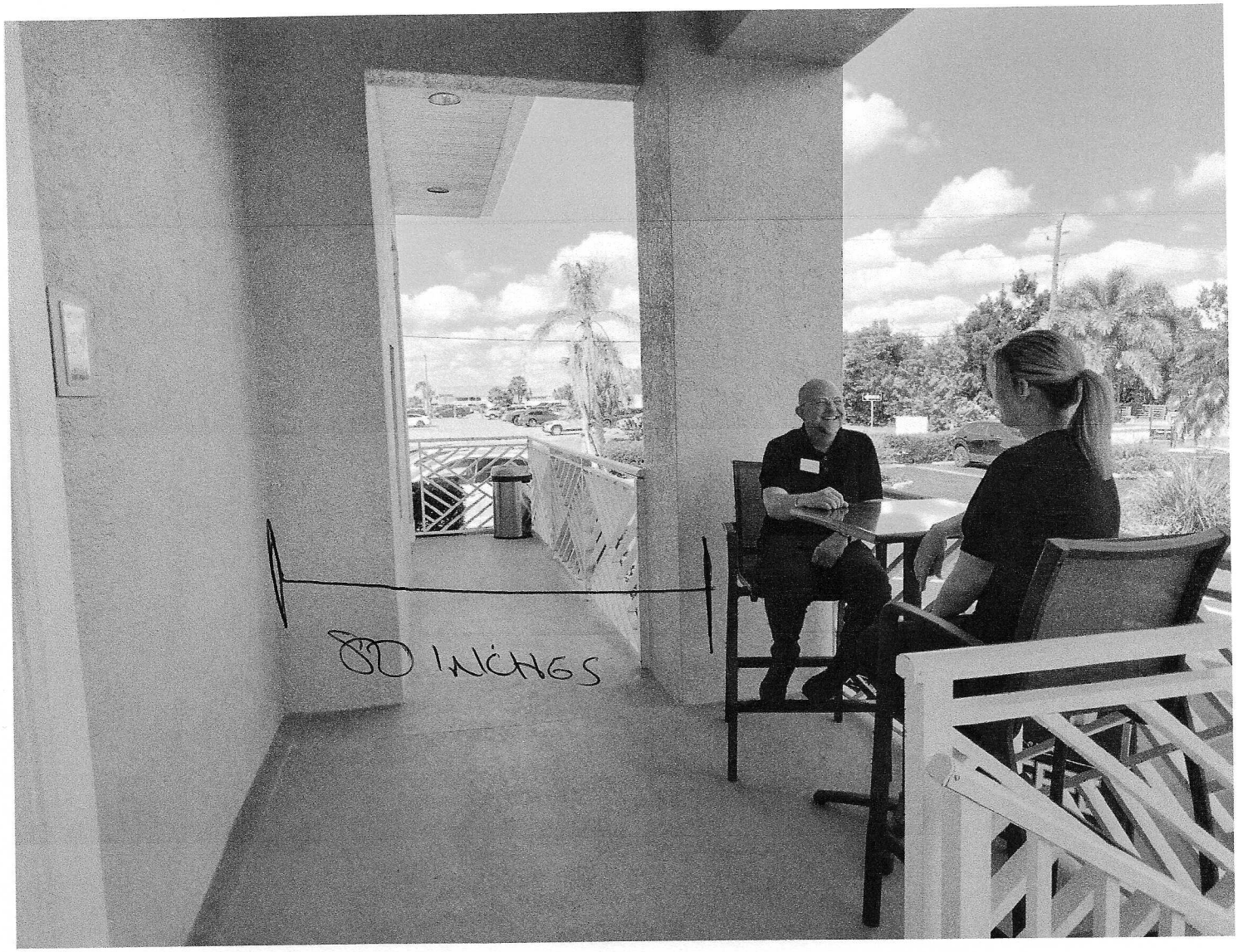
Chad D. Commers- Manager CDC

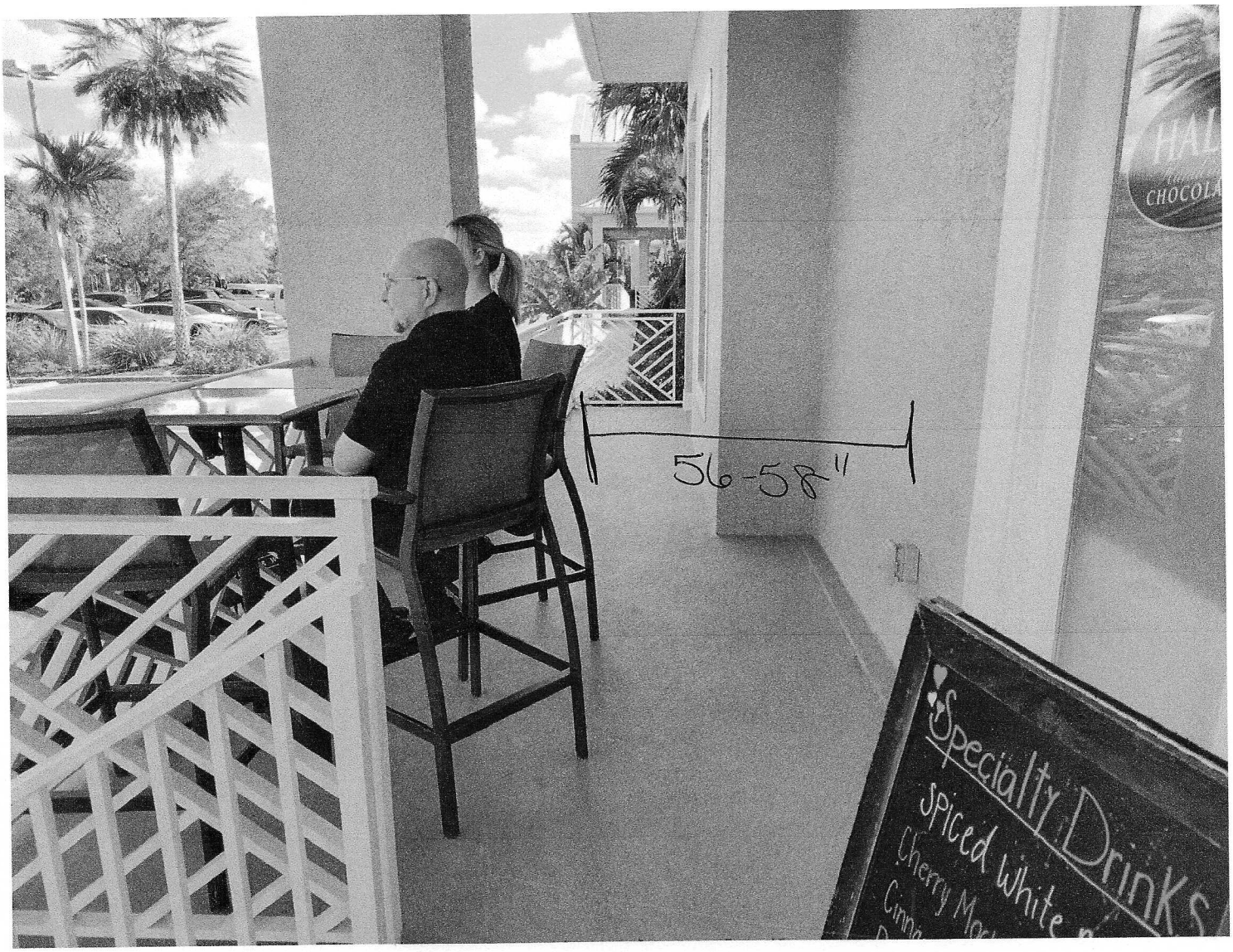
Signature Date: 05-29-2025 - 06:52 PM UTC IP

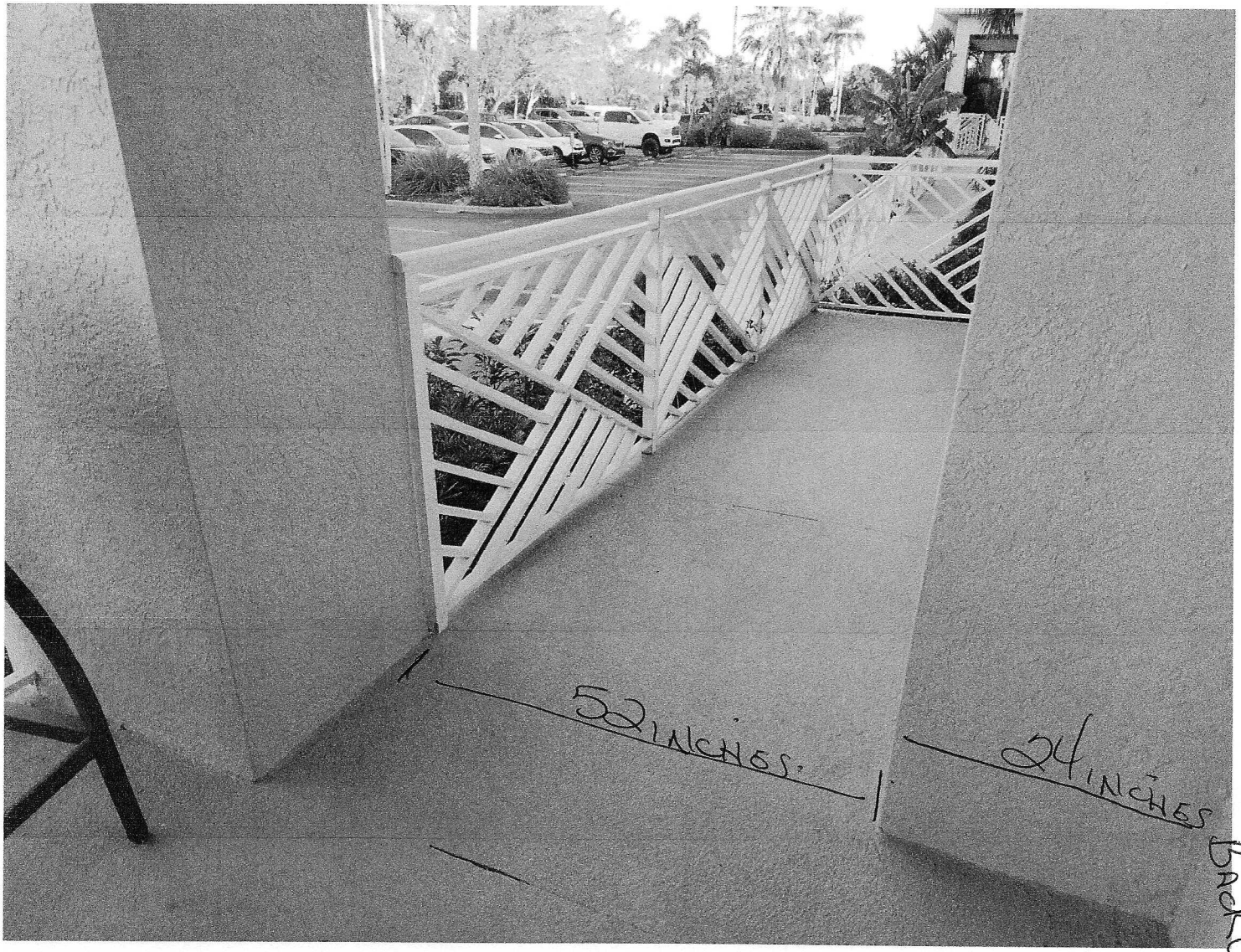
Address: 205.204.26.106

Document completed

05-29-2025 - 06:52 PM UTC


60 INCHES


56-58"
Specialty Drinks
Spiced White
Cherry Ma

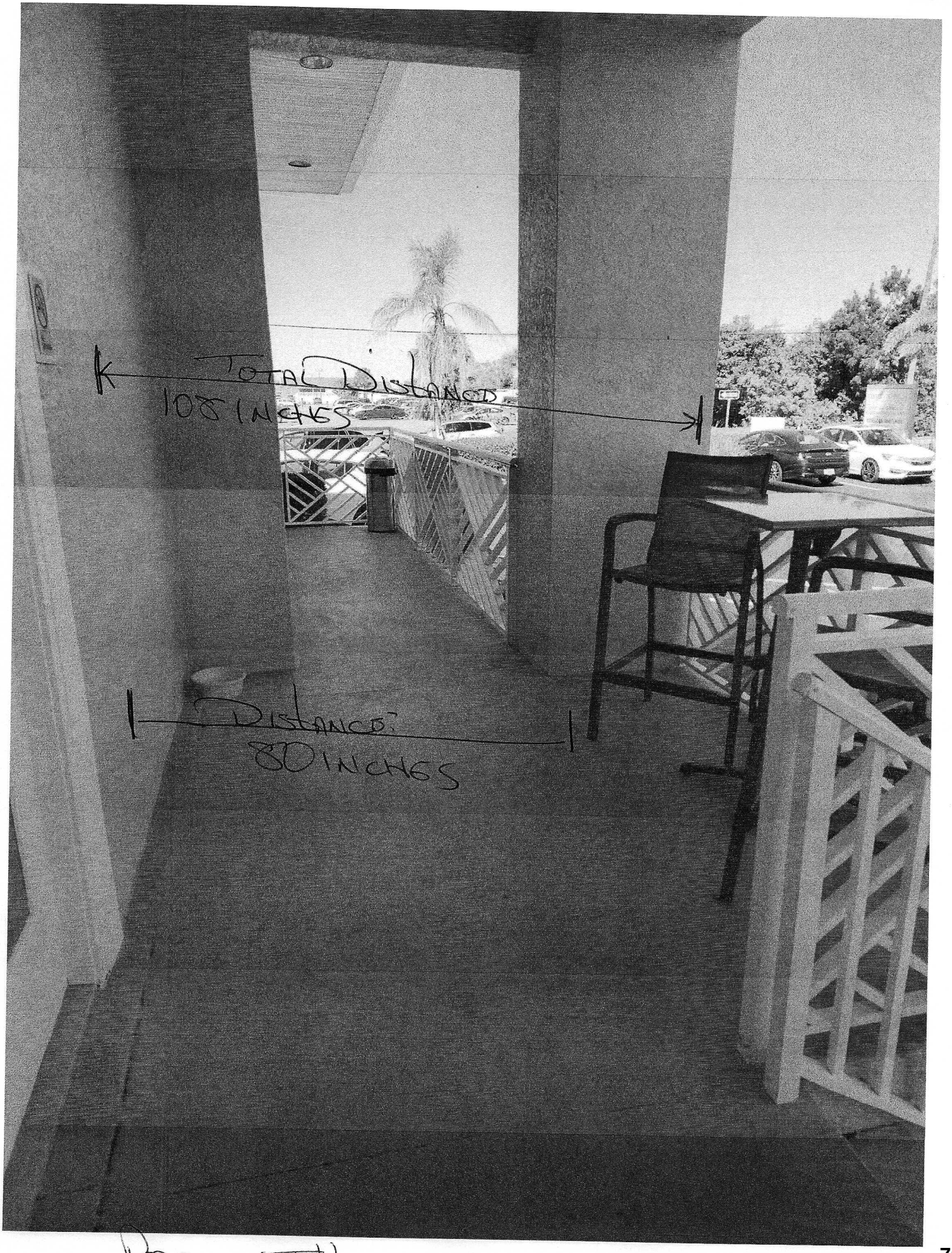

52 INCHES
24 INCHES
BACKWALL



PROPOSED TABLE:



PROPOSED TABLE:



PROPOSED TABLE.

CONTRACTOR COPY

ACCESSIBILITY SIGNAGE

ALL ACCESSIBILITY RESTROOM SIGNAGE SHALL BE LOCATED AND DISPLAYED IN ACCORDANCE WITH THE FLORIDA ACCESSIBILITY CODE

EGRESS REQUIREMENTS PER CODE:

A-2 AND B

OCCUPANT CLASSIFICATION: A-2

913 SF./15 SF P/P = 61

2 EXITS REQUIRED.

TWO (2) EXITS ARE PROVIDED.

OCCUPANT CLASSIFICATION: B

2258 SF./150 SF P/P = 15

2 EXITS REQUIRED.

TWO (2) EXITS ARE PROVIDED.

(FE) = FIRE EXTINGUISHER

PER ARCHITECURAL DRAWING City has.


HALEY
CHOCOLATES
Punta Gorda
CHOCOLATE & WINE
OPEN
PUSH
NOTICE
Specialty Drinks
Spiced White Mocha
Cream Blossom Matcha
Vanilla Hibiscus Shaken
TABLE
ENTRANCE
TABLE
NO TABLES ON WALKWAY

City of Punta Gorda, Florida

DEVELOPMENT REVIEW COMMITTEE

Staff Report

TO: Patricia and J. Stephan Herndon
FROM: City of Punta Gorda Development Review Committee
THRU: Rachel Barry, Zoning Official
DRC DATE: January 23, 2026
CASE #: OD-03-2025

The following comments and/or concerns were identified by the City's Development Review Committee for the above referenced project. Please read through this Staff Report in its entirety so that any and all comments and/or concerns can be addressed in a timely manner.

URBAN DESIGN DEPARTMENT

ZONING AND LAND USE DESIGNATION

1. The zoning designation for the property located at 1107 W Marion Avenue, Suite 119, Punta Gorda, Florida 33950, otherwise identified by the Charlotte County Property Appraiser through Parcel # 412212255004 ("Property"), is Planned Development – Neighborhood Center (PD-NC), as indicated on the City of Punta Gorda Zoning Map.
2. The future land use designation for the Property is Professional Office, as indicated on the Future Land Use Map, and as regulated by the Future Land Use Element of the City of Punta Gorda 2045 Comprehensive Plan ("Comp Plan").

ADDITIONAL COMMENTS OR CONCERNS

Based on the drawing and a review of the Streetview feature on Google Maps, it does not appear that there will be adequate clearance around the tables for accessibility, especially in a town with a large elderly population/visitors. The drawing should indicate all dimensions to confirm that accessibility is being provided around the tables.

Hank Flores, AICP, CFM	12/29/2025
Urban Design Representative	Date

ENGINEERING DEPARTMENT | STORMWATER DRAINAGE FACILITIES

The site plan submitted lacks sufficient details regarding clearances, table placements, and pathways. A scalable drawing must be provided that includes all dimensions to ensure ADA accessibility. A final review for approval will be performed upon receipt of proper documentation. The site plan review may have additional comments or requirements from the engineering department.

Ron Everts Engineering Department Representative	12-29-25 Date

SANITATION DIVISION | SOLID WASTE REMOVAL SERVICES

No comments for sanitation.

Jennifer Daumann Sanitation Division Representative	12-15-2025 Date

UTILITY DEPARTMENT | POTABLE WATER AND SANITARY SEWER FACILITIES

No comments for Utilities

S Adams	12-16-25 Date

BUILDING DEPARTMENT

More information is needed, please show out door seating area along means of egress through this area also provide occupant load.

Ron Cohowcz Building Department Representative	12-30-25 Date

FIRE DEPARTMENT

No issues from fire.

TJ Smith Fire Department Representative	12/14/25 Date

POLICE DEPARTMENT

No comments

Captain Norman Nahra Police Department Representative	12/12/25 Date

DEVELOPMENT REVIEW COMMITTEE
CITY OF PUNTA GORDA
02/27/2026

APPLICATION REVIEW

Title: OD-01-2026 - Renewal of Outdoor Dining Application for River City Grill

Funds:

Recommended Action: For staff technical review and approval, approval with conditions, or denial.

Summary: The applicant has applied for the renewal of outdoor dining for River City Grill located, at 131 W Marion Avenue, Punta Gorda, Florida 33950.

Department/Division: Urban Design

EXHIBITS:

1. Application

CITY OF PUNTA GORDA

URBAN DESIGN
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3352
Zoning@CityofPuntaGordaFL.com
UrbanDesign@CityofPuntaGordaFL.com

OUTDOOR DINING APPLICATION

Date 1-14-26 Case #	☐ $100 Application Fee (initial application) ☒ $25 Renewal Application Fee
Outdoor Dining Request: ☒ **Sidewalk Café:** An outdoor dining area on a public sidewalk, abutting a restaurant. Such restaurant provides table service in the outdoor dining area.	☐ **Outdoor Dining:** A dining area with seats and/or tables located outdoors of a restaurant, coffee shop, or other food service establishment, and which is located entirely on private property and outside the walls of the subject food service establishment.

Application and all pertinent required data such as plans, pictures, letters and supplemental information must be completed and returned to the Zoning & Code Compliance Division before this application will be processed. Applicant and/or his agent must be present at the Development Review Committee hearing.

ALL INFORMATION LISTED BELOW IS REQUIRED TO BE SUBMITTED AT TIME OF APPLICATION

☒ ORIGINAL application with Signed & Notarized OUTDOOR DINING – RENEWAL Application and/or Affidavit Authorization for Agent (if applicable)	☒ Plot plan/Site Plan showing: ➢ All existing structures with dimensions & spacing ➢ Setbacks ➢ Location of Furniture & all accessories in the area ➢ Unobstructed 48 inch pedestrian passageway (shall meet all ADA requirements ie. Cross Slopes) ➢ Trash receptacles to be used for sidewalk café (if placed within area) ➢ Dimensions of sidewalk café/outdoor dining area ➢ Photos/drawing/representation of design of furniture and all other accessories for sidewalk café/outdoor dining area
☒ A copy of the deed or other evidence of ownership	
☒ Certificate of insurance for $1,000,000 when located on a public sidewalk - City of Punta Gorda must be shown as additional insured	
☐ Health Department Certificate	
☒ Alcohol Permit (if applicable)	
☒ City Occupational License	

***NOTE: If outside seating is greater than 15% of inside seating an impact fee will be accessed, if approved. The original permitted interior seats cannot be reduced to avoid an impact fee.**

Applicant Information

Name	River City Grill INC. & Italia
Address	[redacted]
Phone	

Authorized Agent –(if applicable – Property Owner must sign AGENT Affidavit below)

Name	Diane Amaral
Address	[redacted]
Phone	

Business

Name	River City Grill Inc. + Italia
Address	[redacted]
Phone	

Parcel ID /Account #	Lot #	Block#	Section
Exact Number of TABLES Inside the restaurant	50	Exact Number of CHAIRS Inside the restaurant	290
Exact Number of TABLES OUTSIDE the restaurant	9	Exact Number of CHAIRS OUTSIDE the restaurant	30

Must include site/plot plan

The City Permit allowing outdoor dining must be visibly displayed at all times, contingent on satisfaction of all other agency requirements, and valid the term of one (1) year; January through December. Permit expires on December 31st. It is the applicant's responsibility to contact Urban Design by November 30th of the calendar year to apply for permit renewal and schedule for a DRC review for permit renewal for the following calendar year.

NOTE: Outdoor dining permits for private property applications do not have to be renewed annually.
All furniture and equipment placed on a public sidewalk site must be removed by the end of the business night.

NOTARIAL CERTIFICATE - ACKNOWLEDGEMENT

Diane Amaral — Signature of Owner or Authorized Agent

Diane Amaral VP Section — Print Name & Title

1-14-26 — Date

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this day of Jan 14, 20 26, by Diane Amaral, who is personally known to me or who has produced _____ as identification.

DIANNE MICHELE JACKSON
Notary Public - State of Florida
Commission # HH 466386
My Comm. Expires Nov 20, 2027
Bonded through National Notary Assn.

Dianne Michele Jackson — Notary Public, State of Florida

11/20/27 — My commission Expires

(Seal)

AGENT AFFIDAVIT (Property Owner to complete ONLY if applicable)

I/We Diane Amaral, property owner(s), hereby authorize River City Grill Bar + Italian to act as ***Agent*** on our behalf regarding an Outdoor Dining Application on the property commonly known as River City Grill Bar + Italian in Punta Gorda, Florida.

Diane Amaral — Signature of Property Owner

Diane Amaral — Print Name of Property Owner

1-14-26 — Date

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this day of Jan 14, 20 26, by Diane Amaral, who is personally known to me or who has produced _____ as identification.

DIANNE MICHELE JACKSON
Notary Public - State of Florida
Commission # HH 466386
My Comm. Expires Nov 20, 2027
Bonded through National Notary Assn.

Dianne Michele Jackson — Notary Public, State of Florida

11/20/27 — My commission Expires

(Seal)

☐ Staff Approved ☐ Staff Denied ☐ DRC Approved ☐ DRC Denied

Comments: _____

Approved by: _____ Date _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrity- Lake Shore Insurance [redacted]	CONTACT NAME: [redacted] PHONE (A/C, No, Ext): E-MAIL ADDRESS:
INSURED Diane Amaral DBA: River City Grill, Inc [redacted]	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : America First Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00099395-0** **REVISION NUMBER: 5**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		SAG2004159-25	03/03/2025	03/03/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured in regards to general liability.

CERTIFICATE HOLDER

City of Punta Gorda
326 W Marion Ave
Punta Gorda, FL 33950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(NAS)

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 4COP TYPE: SFS DUAL LICENSE

CONSUMPTION ON PREMISES ONLY

RIVER CITY GRILL INC

RIVER CITY GRILL & TAVERN
131 MARION AVE W
PUNTA GORDA FL 33950

LICENSE NUMBER: BEV1801363

EXPIRATION DATE: MARCH 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/24/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2025 / 2026 CHARLOTTE COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 24523

EXPIRES SEPTEMBER 30, 2026

RENEWAL

TYPE OF BUSINESS 722511 Full Service Restaurants

BUSINESS ADDRESS 127 & 131 W MARION AVE
PUNTA GORDA, FL 33950

BUSINESS NAME RIVER CITY GRILL INC

OWNER DOUGLAS AMARAL, DIANE AMARAL

MAILING ADDRESS 131 W MARION AVE
PUNTA GORDA, FL 33950

BEV1801363

AMOUNT 35.00
PENALTY 0.00
TOTAL 35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/29/2025 Receipt # INT-00072573 35.00

2025 / 2026 CHARLOTTE COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 24523

EXPIRES SEPTEMBER 30, 2026

RENEWAL

TYPE OF BUSINESS 722511 Full Service Restaurants

BUSINESS ADDRESS 127 & 131 W MARION AVE
PUNTA GORDA, FL 33950

BUSINESS NAME RIVER CITY GRILL INC

OWNER DOUGLAS AMARAL, DIANE AMARAL

MAILING ADDRESS 131 W MARION AVE
PUNTA GORDA, FL 33950

BEV1801363

AMOUNT 35.00
PENALTY 0.00
TOTAL 35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/29/2025 Receipt # INT-00072573 35.00

Dear Business Owner:

Your 2025 - 2026 Charlotte County Local Business Tax Receipt is attached above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Charlotte County Local Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Charlotte County Local Business Tax Receipt is non-regulatory and is not an endorsement of work quality.

Your 2025 - 2026 Local Business Tax Receipt is valid from October 01, 2025 through September 30, 2026 . Annual account notices are mailed in June to the address of record at that time. Any Changes to your Local Business Tax Account due to change of Business Name, Ownership, Physical Address or you are Closing your Business please contact our office at 941-743-1350 .

VICKIE L. POTTS

Charlotte County Tax Collector

CITY OF PUNTA GORDA

BUSINESS TAX RECEIPT

10/25-09/26

RIVER CITY GRILL INC
131 W MARION AVE
PUNTA GORDA FL 33950

RIVER CITY GRILL INC
131 W MARION AVE

PUNTA GORDA FL 33950

Is hereby issued a City of Punta Gorda Business Tax Receipt, valid through September 30 of license year for the occupation of NON-STATE LICENSED PROFESSIONALS. $157.50 was paid on July 30, 2025 for receipt number 26-00009453 at the City Clerk's Office, 326 W. Marion Avenue, Punta Gorda, Florida 33950. (0008122)

The issuance of this receipt or acceptance by the business owner in no way confers any right to violate any law, ordinance or regulation of this State, County or Municipality.

License Comment:
License Restrictions:

License must be exhibited conspicuously at your place of business.

CITY OF PUNTA GORDA

BUSINESS TAX RECEIPT

10/25-09/26

ITALIA AT RIVER CITY
127 W MARION AVE
PUNTA GORDA FL 33950

ITALIA AT RIVER CITY
2405 KINGS LAKE BLVD

NAPLES FL 34112

Is hereby issued a City of Punta Gorda Business Tax Receipt, valid through September 30 of license year for the occupation of NON-STATE LICENSED PROFESSIONALS - 2ND. $31.50 was paid on July 30, 2025 for receipt number 26-00016327 at the City Clerk's Office, 326 W. Marion Avenue, Punta Gorda, Florida 33950. (0008559)

The issuance of this receipt or acceptance by the business owner in no way confers any right to violate any law, ordinance or regulation of this State, County or Municipality.

License Comment:
License Restrictions:

License must be exhibited conspicuously at your place of business.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 150

RIVER CITY GRILL INC

ITALIA
127 W MARION AVE
PUNTA GORDA FL 33950

LICENSE NUMBER: SEA1801648

EXPIRATION DATE: DECEMBER 1, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/10/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 150

RIVER CITY GRILL INC

RIVER CITY GRILL
131 W MARION AVE
PUNTA GORDA FL 33950

LICENSE NUMBER: SEA1801628

EXPIRATION DATE: DECEMBER 1, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/21/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Vickie L. Potts
Charlotte County Tax Collector
18500 Murdock Circle
Port Charlotte, FL 33948-1075

80021
P9**T341
1 of 1

CHARLOTTE COUNTY
2025 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

SAVE TIME PAY ONLINE

Account #: [redacted]

Tax District: 152

Real Estate 10003723512
Property Address 127 W MARION AVE
Legal Description PUG 000 0033 0002 PUNTA GORDA BL
See additional legal on tax roll

BillExpress Get bills by email.

If Postmarked by	Nov 30, 2025	Dec 31, 2025	Jan 31, 2026	Feb 28, 2026	Mar 31, 2026
Discount	4%	3%	2%	1%	GROSS TAX
Pay this Amount	$30,248.34	$30,563.43	$30,878.52	$31,193.60	$31,508.69

Ad Valorem Taxes

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
CHARLOTTE COUNTY	941-743-1551	6.03940	1,496,758	0	1,496,758	9,039.52
WEST COAST INLAND NAVIGATION	941-485-9402	0.03940	1,496,758	0	1,496,758	58.97
CITY OF PUNTA GORDA	941-575-3318	3.86860	1,496,758	0	1,496,758	5,790.36
ENVIRONMENTALLY SENSITIVE LANDS	941-743-1551	0.20000	1,496,758	0	1,496,758	299.35
CHARLOTTE COUNTY SCHOOL BOARD	941-255-0808	6.28800	2,551,913	0	2,551,913	16,046.43
SOUTHWEST FL WATER MANAGEMENT	352-796-7211	0.18310	1,496,758	0	1,496,758	274.06

Part
30 563 43
12/9/25 Ck#3483

TOTAL MILLAGE RATE: 16.61850 TOTAL TAXES: $31,508.69

Non - Ad Valorem Assessments

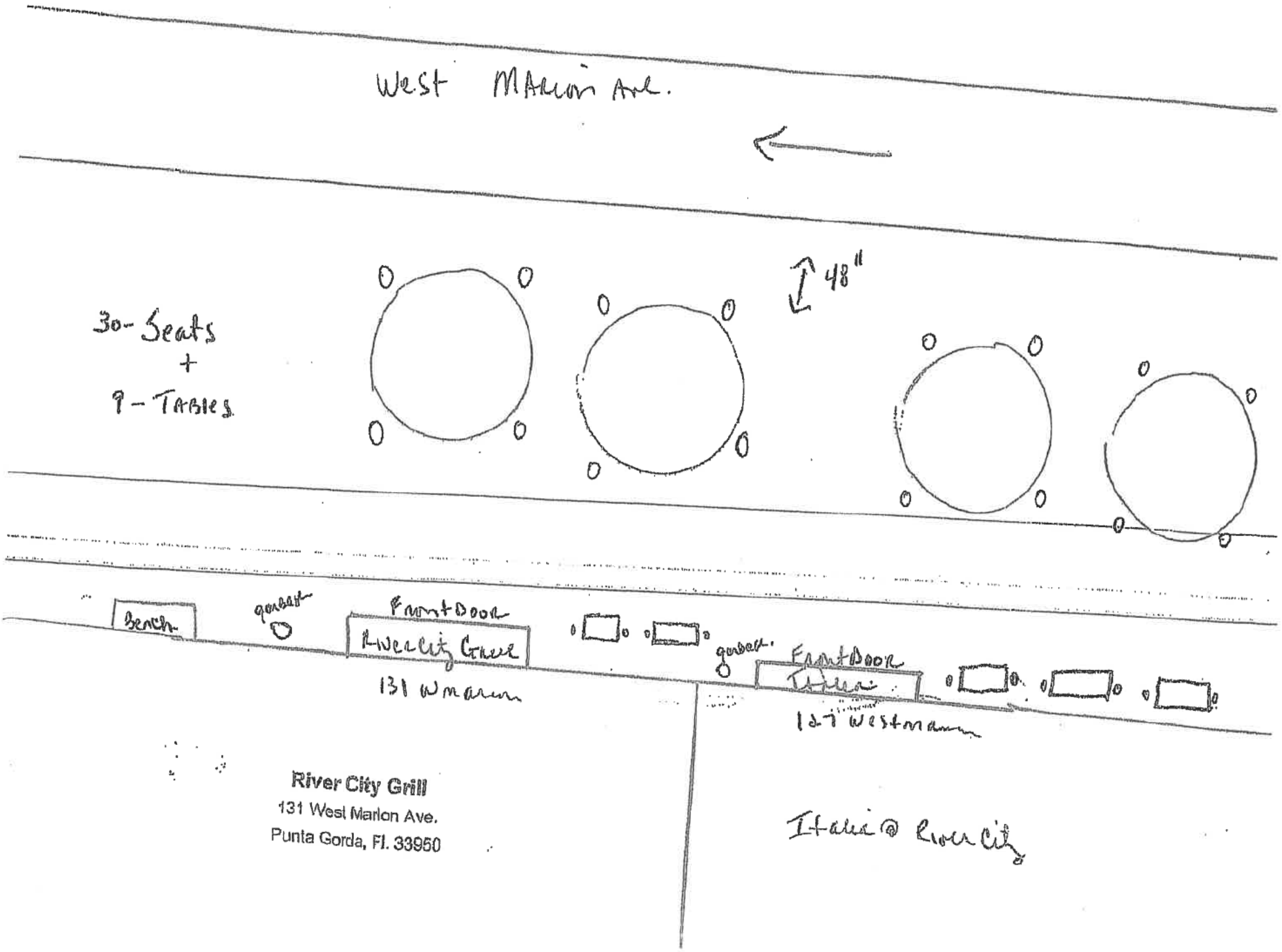
LEVYING AUTHORITY	TELEPHONE	RATE ($ per unit)	AMOUNT

TOTAL ASSESSMENTS:

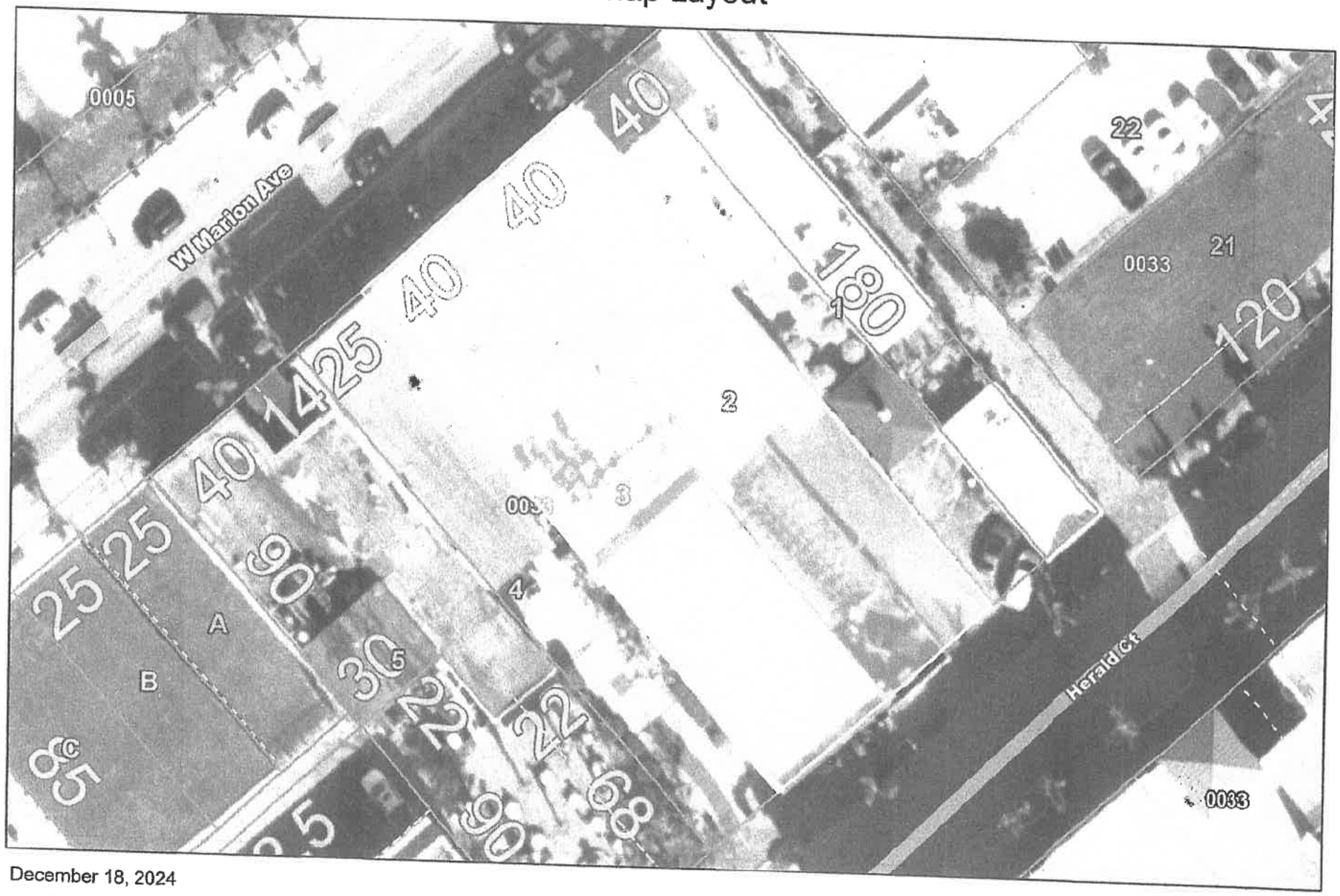
TOTAL COMBINED TAXES AND ASSESSMENTS: $31,508.69

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

PAYMENTS ACCEPTED ONLINE, BY MAIL AND VIA DROPBOXES AT ALL LOCATIONS


West Marion Ave.
30- Seats
+
9- Tables
48"
Bench
garbage
Front Door
River City Grill
131 W Marion
garbage
Front Door
Italia
127 Westmarion
River City Grill
131 West Marion Ave.
Punta Gorda, Fl. 33950
Italia @ River City

Map Layout



December 18, 2024

Override 1
Road Centerlines
Collector
Freeway
Highway
Local
Major Arterial
Minor Arterial
Block Number
Lots
Property Ownership

1:500
0 0 0.01 0.01 mi
0 0.01 0.01 0.02 km
Charlotte County, Charlotte County GIS

Charlotte County GIS