

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN
AND FOR PALM BEACH COUNTY,
FLORIDA

CP BOCA PLAZA LLC,

Plaintiff,

CASE NO.:

v.

SOLONIX HOLDINGS LLC, DYLO
DIAGNOSTICS, LLC, COVALENT
LABORATORIES, LLC,

Defendants.

COMPLAINT FOR DAMAGES

Plaintiff CP Boca Plaza LLC (“Landlord”) hereby sues Defendants Solonix Holdings LLC (“Tenant”), Dylo Diagnostics, LLC, and Covalent Laboratories, LLC, jointly and severally (Dylo Diagnostics, LLC and Covalent Laboratories, LLC shall collectively be referred to as “Guarantors”) (Tenant and Guarantors shall collectively be referred to as “Defendants”).

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages in excess of \$50,000.00, exclusive of interest, court costs, and attorneys’ fees, stemming from Defendants’ breach of a non-residential lease involving real property located in Palm Beach County, Florida.
2. Landlord is a Delaware limited liability company that conducts business and owns real property in Palm Beach County, Florida.
3. Tenant is a Florida limited liability company that conducts business in Palm Beach County, Florida.

4. Dylo Diagnostics, LLC, is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

5. Covalent Laboratories, LLC, is a Louisiana limited liability company with its principal place of business in East Baton Rouge Parish.

6. Jurisdiction and venue are proper in Palm Beach County, Florida because Tenant leased property in Palm Beach County, Florida and Defendants breached a contract in Palm Beach County, Florida.

GENERAL ALLEGATIONS

7. Landlord owns the real property located at 5355 Town Center Road, Boca Raton, Florida 33486 (the “Property”).

8. Tenant had possession of a portion of the Property designated as Suite No. 530, 5355 Town Center Road, Boca Raton, Florida 33486 (the “Leased Premises”) pursuant to the terms of that certain Office Lease dated December 26, 2024, between the Landlord, as lessor, and Tenant, as lessee (the “Lease”). A copy of the Lease is attached as **Exhibit A**.

9. Guarantors are the guarantors of Tenant’s obligations under the Lease pursuant to the Guaranty (the “Guaranty”), *See* Exhibit C to Exhibit A.

10. Pursuant to the Lease, Defendants are obligated to pay Rent to Landlord in advance without demand, in equal monthly installments, due on the first day of each calendar month, together with all forms of Additional Rent as defined in Section 4 of the Lease (collectively, “Rent”). *See* Exhibit A.

11. Defendants defaulted under the Lease by failing to pay Rent on the date Rent was due.

12. Landlord served Defendants with a Notice of Default, Demand to Cure and for Acceleration of Rent (the “Notice of Default”) dated August 15, 2025, demanding payment of the Rent due. Defendants failed and refused to make payment. A copy of the Notice of Default is attached as **Exhibit B**.

13. As of the date of filing this Complaint, Defendants have failed to pay the total amount of Rent currently due and owing to Landlord.

14. As a result of Defendants’ default under the Lease and Guaranty, Landlord has been damaged.

15. As such, Landlord is entitled to recover said damages from Defendants in the amount of **\$337,704.54**, comprised of (1) past due Rent and late fees due under the Lease through November 30, 2025, in the amount of \$26,155.67, (2) plus accelerated rent due for the remainder of the Lease term, reduced to net present value, in the amount of \$311,548.87.

16. Due to Defendants’ actions, Landlord has had to retain the services of undersigned counsel and is obligated to pay them a reasonable fee for their services in addition to court costs. Pursuant to Sections 8.3 and Section 27 of the Lease and the Guaranty, Landlord is entitled to recover such fees and costs from Defendants.

17. Landlord performed all conditions precedent to bringing this action, or they have been waived or excused.

COUNT I – BREACH OF LEASE
(against Tenant)

18. Landlord repeats and realleges paragraphs 1 through 17 above as if fully set forth herein.

19. Tenant had possession of the Leased Premises, and pursuant to the Lease, Tenant is obligated to pay Rent to Landlord in advance without demand, in equal monthly installments, due on the first day of each calendar month. *See* Exhibit A.

20. Tenant defaulted under the Lease by failing to pay Rent on the date Rent was due.

21. Landlord served Tenant with a Notice of Default dated August 15, 2025, and Tenant failed to make payment. *See* Exhibit B.

22. As of the date of filing this Complaint, Tenant has failed to cure said breach.

23. Pursuant to 8.2 of the Lease, Landlord does hereby accelerate the entire balance of all forms of rent due under the Lease for the remainder of the Lease term to be immediately due and payable, as well as all costs as defined under the Lease. *See* Exhibit A.

WHEREFORE, Landlord demands final judgment against Tenant, jointly and severally with Guarantors, for (a) unpaid Rent due under the Lease; (b) any other damages incurred by Landlord as a result of Tenant's breach; (c) pre-judgment interest and post-judgment interest on the full amount owed; (d) accelerated rent; (e) attorneys' fees and costs as provided for in the Lease; and (f) such other and further relief as the Court deems proper.

COUNT II – BREACH OF GUARANTY
(against Guarantors)

24. Landlord repeats and realleges paragraphs 1 through 17 above as if fully set forth below.

25. Guarantors executed an absolute and unconditional Guaranty to the Lease. *See* Exhibit C to Exhibit A.

26. The Guaranty absolutely and unconditionally guaranties the prompt and full payment, performance and observance by Tenant of all obligations under the Lease, and holds Guarantors liable for all defaults under the Lease.

27. Landlord served Guarantors with a Notice of Default dated August 15, 2025, demanding payment of the Rent due. *See* Exhibit B.

28. As of the date of filing this Complaint, Guarantors failed to cure said breach.

29. Guarantors defaulted under the Lease and Guaranty, and Landlord made, and hereby makes, demand for payment due under the Lease and Guaranty.

WHEREFORE, Landlord demands final judgment against Guarantors, jointly and severally with Tenant, for (a) unpaid Rent due under the Lease; (b) any other damages incurred by Landlord as a result of Guarantors' breach; (c) pre-judgment interest and post-judgment interest on the full amount owed; (d) accelerated rent; (e) attorneys' fees and costs as provided for in the Lease and the Guaranty; and (f) such other and further relief as the Court deems proper.

Dated: November 21, 2025

SHUTTS & BOWEN LLP

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Exhibit A

NOT A CERTIFIED COPY

OFFICE LEASE

THIS OFFICE LEASE (this “**Lease**”) is made and entered into as of the Date of this Lease, by and between Landlord and Tenant. “**Date of this Lease**” shall mean the date on which the last one of the Landlord and Tenant has signed this Lease.

WITNESSETH

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant hires from Landlord the Premises.

1. **BASIC LEASE INFORMATION AND DEFINED TERMS.** The key business terms of this Lease and the defined terms used in this Lease are as follows:

1.1 **Landlord.** CP BOCA PLAZA LLC, a Delaware limited liability company authorized to transact business in Florida.

1.2 **Tenant.** SOLONIX HOLDINGS LLC, a Florida limited liability company.

1.3 **Building.** The building located at 5355 Town Center Road, Boca Raton, Florida 33486. The Building is located within the Project.

1.4 **Project.** The parcel of land and the buildings and improvements on such land known as Two Town Center located at 5355 Town Center Road, Boca Raton, Palm Beach County, Florida. The Project is legally described in **EXHIBIT “A”** to this Lease.

1.5 **Premises.** Suite No. 530 on the fifth floor of the Building. The Premises are depicted in the sketch attached as **EXHIBIT “B”**. Landlord reserves the right to install, maintain, use, repair, and replace pipes, ducts, conduits, risers, chases, wires, and structural elements leading through the Premises in locations that will not materially interfere with Tenant’s Permitted Use of the Premises.

1.6 **Rentable Area of the Premises.** 1,999 square feet. This square footage figure includes an add-on factor for Common Areas in the Building and has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.

1.7 **Permitted Use of the Premises.** General office purposes only (see the Use article).

1.8 **Commencement Date.** The earlier to occur of (a) the date when Tenant takes possession of any part of the Premises for the conduct of its business, or (b) January 1, 2025.

1.9 **Lease Term.** A term commencing on the Commencement Date and continuing for 39 full calendar months (plus any partial calendar month in which the Commencement Date falls), as extended or sooner terminated under the terms of this Lease. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Lease Term, the first month of the Lease Term shall be the month immediately following the month in which the Commencement Date occurs. If applicable, Tenant shall pay prorated Rent calculated on a per diem basis for the partial month in which the Commencement Date occurs (at the rate in effect for the first month of the Lease Term for which Rent has not been abated or reduced).

1.10 **Base Rent.** The following amounts:

Period	Rate P/S/F Per Annum	Monthly Base Rent	Period Base Rent
Months 1 – 12	\$46.00	\$7,662.83	\$91,954.00*

Months 13 – 24	\$47.38	\$7,892.72	\$94,712.62*
Months 25 – 36	\$48.80	\$8,129.27	\$97,551.20*
Months 37 – 39	\$50.26	\$8,372.48	\$25,117.44

***Gross Rent Credit.** The “Rent Credit Period” shall be the first, 13th, and 25th calendar months of the Lease Term. Provided that Tenant is not in default of this Lease beyond any applicable grace period at any time during the Rent Credit Period, Tenant shall have a Rent credit in the amount of the Base Rent and the Additional Rent for Tenant's Allocated Share of Operating Costs owed for the Rent Credit Period, which credit shall be applied to the installments of Base Rent and the Additional Rent for Tenant's Allocated Share of Operating Costs due for those months. Accordingly, if the Commencement Date occurs on a day other than the first day of the month, the prorated Rent for the first partial month of the Lease Term shall be due on the Commencement Date and the Rent Credit Period shall commence on the first day of the first full calendar month of the Lease Term. If this Lease is terminated as a result of a default by Tenant, then in addition to all other damages and remedies herein provided, Landlord shall be entitled to recover the entire dollar amount of such Rent credit previously granted to Tenant.

Base Rent amounts shown above do not include applicable sales tax, which shall be paid by Tenant together with payments of Base Rent as set forth in the Rent article.

1.11 **Allocated Share.** 1.38%. This share is a stipulated percentage, agreed upon by the parties, and constitutes a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease.

1.12 **Security Deposit.** \$36,953.36, to be paid to Landlord upon execution of this Lease by Tenant.

1.13 **Prepaid Rent.** \$12,074.14 (Base Rent, Operating Costs, and sales tax for the first month of the Lease Term for which rent is due and not credited), to be paid to Landlord upon execution of this Lease by Tenant.

1.14 **Tenant's Notice Address.** All notices to Tenant under this Lease should be sent to:

1.15 **Landlord's Notice Address.** CP BOCA PLAZA LLC, c/o CP Property Management LLC, 5355 Town Center Road, Suite 350, Boca Raton, Florida 33486; with a copy to CP Property Management LLC, 5355 Town Center Road, Suite 102, Boca Raton, Florida 33486, Attention: Property Manager.

1.16 **Landlord's Address for Payments.**

[REDACTED]
San Francisco, CA
ABA # [REDACTED]
Acct # [REDACTED]
Name: CP Boca Plaza LLC

1.17 **Landlord's Broker.** Tower Commercial Real Estate LLC.

1.18 **Tenant's Broker.** None.

1.19 **Guarantor.** DYLO DIAGNOSTICS, LLC, a Florida limited liability company and COVALENT LABORATORIES, LLC, a Louisiana limited liability company, and any other party who subsequently guarantees all or any part of Tenant's obligations under this Lease (see EXHIBIT “C”).

1.20 **Parking Spaces.** Eight unreserved spaces (see Parking article).

1.21 **Additional Definitions:**

1.21.1 **Base Building.** The components of the Building provided by Landlord comprised of the Building's core and shell.

1.21.2 **Building Standard.** The minimum or exclusive type, brand, grade, or quality of materials, services, charges, or other terms, that Landlord designates from time to time to be used, required, or applied in or for the Building.

1.21.3 **Business Days.** All days other than Saturdays, Sundays, or Legal Holidays.

1.21.4 **Comparable Buildings.** Buildings in the same market area as the Building of comparable class, size, age, use, type, and quality.

1.21.5 **Landlord Parties.** Landlord and Landlord's directors, officers, partners, members, shareholders, managers, servants, employees, agents, affiliates, subsidiaries, mortgagee (of all or any portion of the Building or Project), managing agent, contractors, successors, and assigns.

1.21.6 **Legal Holidays.** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

1.21.7 **Normal Business Hours.** Monday through Friday from 8:00 a.m. to 6:00 p.m., and Saturdays from 8:00 a.m. to 1:00 p.m., Legal Holidays excluded.

1.21.8 **Parties.** The Landlord Parties or Tenant Parties, or both, as the context so permits.

1.21.9 **Tenant Parties.** Tenant and Tenant's directors, officers, partners, members, shareholders, managers, employees, agents, contractors, guests, and invitees.

2. **LEASE TERM.** This Lease shall constitute a legally binding and enforceable agreement as of the Date of this Lease. Tenant shall have and hold the Premises for the Lease Term. The Lease Term shall commence on the Commencement Date. Landlord shall determine the Commencement Date as provided in the Basic Lease Information and Defined Terms article of this Lease, and shall notify Tenant of the date so determined. Tenant shall, if Landlord so requests, thereafter execute and return within 10 days a letter confirming the Commencement Date and the expiration date of this Lease.

3. **USE.**

3.1 **General.** Tenant shall continuously use and occupy the Premises only for the Permitted Use. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. Tenant's use of the Premises and the Common Areas shall strictly conform to the Rules and Regulations, the Condominium Documents, and the Master Declaration.

3.2 **Rules and Regulations.** "Rules and Regulations" mean the rules and regulations for the Premises or the Project promulgated by the Landlord from time to time. The Rules and Regulations which apply as of the Date of this Lease are attached as EXHIBIT "D".

3.3 **Condominium.** Tenant acknowledges that the Premises is part of a commercial condominium known as the Two Town Center Land Condominium (the "Condominium"), which is managed and operated by the Two Town Center Land Condominium Association, Inc. (the "Association"). Accordingly, this Lease and Tenant's use of the Premises and the Common Areas is subject to the Declaration of Condominium for the Condominium, as well as the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, as any of the foregoing may be amended from time to time (collectively, the "Condominium Documents"). The Condominium Documents which apply as of the Date of this Lease are available upon request for inspection, and, by executing this Lease, Tenant represents that it has received a copy of, has read, and understands the Condominium Documents and agrees to be bound by the terms of the Condominium Documents in connection with this Lease. This Lease shall be contingent upon any required approvals of the Association under the Condominium Documents. The fees and assessments paid by the Landlord under the Condominium Documents shall be included in and constitute Operating Costs. Landlord shall retain all voting rights provided to it as the owner of the Premises under the Condominium Documents, and Landlord shall have sole and absolute discretion in the exercise of any of its rights under the Condominium Documents. Landlord shall not be liable to Tenant for any damages whatsoever incurred as a result of the Association's exercise of its rights under the Condominium Documents.

3.4 **Declaration.** Tenant acknowledges that the Project is subject to the Declaration of Covenants, Restrictions and Easements for Two Town Center, as recorded in Official Records Book 32652, Page 653, of the Public Records of Palm Beach County, Florida (as amended from time to time, the “**Master Declaration**”), which governs certain matters with respect to the use, development, management, and maintenance of the Project and adjacent property. Accordingly, this Lease and Tenant’s use of the Premises and the Common Areas is subject to the Master Declaration. Tenant represents that it has received a copy of, has read, and understands the Master Declaration and agrees to be bound by the terms of the Master Declaration in connection with this Lease. The costs and expenses paid by Landlord as an “Owner” under the Master Declaration (including the Owner’s Pro Rata Share of Operating Costs (as defined in the Master Declaration) shall be included in and constitute Operating Costs. Landlord shall have sole and absolute discretion in the exercise of any of its rights under the Master Declaration, and shall retain all voting rights in any Parcel Association as may be applicable. Landlord shall not be liable to Tenant for any damages whatsoever incurred as a result of the acts or omissions of any property owners’ association (or any such association’s employees, agents, or contractors) that may now, or hereafter be, incorporated to manage or operate any of the property subject to the Master Declaration (a “**Parcel Association**”).

3.5 **Sustainability Guidelines.** Landlord may, in Landlord’s sole and absolute discretion, elect to apply to obtain or maintain a LEED®, Energy Star, WELL Health-Safety Rating, Fitwel®, or other applicable “green”, “sustainable” or “health and well-being” building accreditation or certification for the Project (or portion of the Project), where applicable, in connection with Landlord’s sustainability practices for the Project (as such sustainability practices are to be determined by Landlord, in its sole and absolute discretion, from time to time, “**Landlord’s Sustainability Guidelines**”). Tenant shall comply with Landlord’s Sustainability Guidelines, including using commercially reasonable efforts to operate in the Premises in a manner that does not adversely affect Landlord’s efforts to obtain or maintain any such the accreditation or certification or conflict with Landlord’s Sustainability Guidelines. Tenant shall work with Landlord on procurement of sustainable goods and services by coordinating with Landlord’s property manager. Tenant’s procurement of goods and services for the Premises in furtherance of Landlord’s Sustainability Guidelines. Landlord’s access rights under this Lease shall include monitoring of Tenant’s compliance with such Sustainability Guidelines. Tenant shall provide all reasonable and accurate information requested by Landlord as may be required to pursue or maintain any green rating, accreditation, or certification or to otherwise comply with any mandatory environmental or “green” rating systems, or which may be required any law or governmental or quasi-governmental regulation regarding disclosure of energy efficiency data with respect to the Building, including reporting the amount of power or other utilities consumed within the Premises for which the meters for such utilities are in Tenant’s name, the number of employees working within the Premises, the operating hours for Tenant’s business in the Premises, the type and number of equipment operated by Tenant in the Premises, information pertaining to Tenant Alterations, and document shredding and recycling (Tenant will provide such disclosures to Landlord within 10 Business Days of request, on a non-confidential basis, and Tenant acknowledges and agrees that such information may be disclosed to applicable green rating or certification entities, utility providers, and governmental entities requesting such data without liability to Landlord). Notwithstanding anything contained in this Lease, Landlord does not and cannot guaranty or warrant that LEED® or any other “green” or “health and well-being” certifications for the Building will be obtained or maintained during the Lease Term, and Tenant expressly acknowledges that it has not relied upon any representations or statements of Landlord or its agents, oral or written, regarding sustainability, LEED®, or other green building certification in entering into this Lease, or that the Building does now or will in the future perform at any level of energy and water efficiency, indoor air quality, or other operational efficiency, and in any of such events, Landlord shall not be in default of this Lease or have any liability whatsoever to Tenant for damages or otherwise, nor shall Tenant be entitled to terminate this Lease as a result of any of the foregoing.

4. **RENT.** Tenant shall pay Rent to Landlord in lawful United States currency, together with any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. All Base Rent and Additional Rent for Operating Costs shall be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be “**Additional Rent**”. Except as otherwise provided, all Additional Rent payments (other than Operating Costs which are due together with Base Rent) are due 10 days after delivery of an invoice. The term “**Rent**” when used in this Lease includes Base Rent and all forms of Additional Rent. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, by wire transfer (via Fedwire), automated clearinghouse (ACH), or electronic funds transfer (EFT) of immediately available funds to Landlord’s Address for Payments, or at such other place as Landlord designates in writing to Tenant. Tenant’s obligations to pay Rent are covenants independent of the Landlord’s obligations under this Lease.

5. OPERATING COSTS.

5.1 **General.** Tenant shall pay to Landlord its Allocated Share of Operating Costs in accordance with the terms and provisions of this article and based on the following.

5.2 **Defined Terms.** The following terms shall have the following definitions:

5.2.1 **“Real Estate Taxes”** shall mean the total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority that are assessed, levied, or in any manner imposed on the Project, whether general, extraordinary, foreseen or unforeseen, including, all charges on the tax bills for the Project, real and personal property taxes, special district taxes and assessments, franchise taxes, solid waste assessments, non-ad valorem assessments or charges, and all payments in lieu of taxes under applicable agreements. If a tax shall be levied against Landlord in substitution in whole or in part for, or in addition to, the Real Estate Taxes or otherwise as a result of the ownership of the Project, then the other tax shall be deemed to be included within the definition of “Real Estate Taxes”. Real Estate Taxes also includes all costs incurred by Landlord in contesting the assessed value of the Project for purposes of determining the proper amount of Real Estate Taxes levied or assessed against the Project, including attorneys', consultants', and appraisers' fees.

5.2.2 **“Operating Costs”** shall mean the total of all of the costs incurred by Landlord relating to the ownership, operation, and maintenance of the Building and the services provided tenants in the Project. By way of explanation and clarification, but not by way of limitation, Operating Costs will include the costs and expenses incurred for the following: Real Estate Taxes; Common Area pest control; trash and garbage removal (including dumpster rental); porter and matron service; concierge services; security; the operation of any amenities (e.g., conference center and fitness center); voluntary or governmentally-required transportation, shuttle, or mass transit services including transit contribution fees; Common Areas decorations; repairs, maintenance, and alteration of building systems, Common Areas, and other portions of the Project to be maintained by Landlord; amounts paid under easements or other recorded agreements affecting the Project, such as assessments by property owners' or condominium associations, including costs and expenses paid by Landlord as an “Owner” under the Master Declaration and fees and assessments paid by the Landlord under the Condominium Documents; repairs, maintenance, replacements, and improvements for the continued operation of the Project as a first-class project; improvements intended to comply with Landlord's sustainability guidelines and Building energy performance standards, where applicable, including maintaining “green”, “sustainable”, or “health and well-being” accreditations, certifications, or ratings, improving the environmental performance or efficiency of the Building, and reporting, accreditation, certification, rating, and commissioning costs; improvements required by law; improvements in security systems; materials, tools, supplies, and equipment; expenditures designed to result in savings or reductions in Operating Costs; landscaping, including fertilization and irrigation supply, Parking Area maintenance (including repaving, restriping, repair, and painting); valet service; property management fees; an on-site management office; all utilities serving the Project and not separately billed to or reimbursed by any tenant of the Project; cleaning, window washing, and janitorial services; all insurance customarily carried by owners of Comparable Buildings or required by any mortgagee of the Building (including the amount of any deductible paid by Landlord or deducted from any insurance proceeds paid to Landlord); supplies; service and maintenance contracts for the Project, including life-safety/fire system monitoring; wages, salaries, and benefits or similar expenses of management and operational personnel employed by or otherwise paid for by Landlord, up to and including the property manager and a pro rata share of the cost of Landlord's regional property or portfolio manager (including an allocated share only of the wages and benefits of personnel who provide services to more than one building, which allocated share shall be determined by Landlord in its business judgment); social security, unemployment, and other payroll taxes, the cost of providing disability and worker's compensation coverage imposed by any applicable law or otherwise with respect to the employees; legal, accounting, and administrative costs; and uniforms and working clothes for employees and the cleaning of them. Landlord may contract for the performance of some or all of the management and maintenance functions generally described in this section with entities that are affiliated with Landlord.

5.3 **Tenant Specific Operating Costs.** If Tenant requests any additional services from Landlord beyond those required of Landlord under this Lease, or if Tenant's occupancy and the nature of Tenant's business or operations within the Premises, or both or the relative intensity or quantity of use of services (at any time) or the hours of operation is such that additional costs are incurred by Landlord for insurance, cleaning, water, electricity, or other utilities, sanitation, refuse removal, pest control or other Operating Costs beyond the costs incurred by Landlord for general office tenants, Tenant agrees to pay to Landlord from time-to-time, as Additional Rent, the amount of such additional costs within 10 days of receipt of an invoice therefor.

5.4 **Variable Operating Costs.** For any year that the entire Building is not occupied or Landlord is not furnishing utilities or services to all of the premises in the Building, then the Variable Operating Costs for such year shall be “grossed up” (using reasonable projections and assumptions as determined by Landlord) to the amounts that would apply if the entire Building was

completely occupied and all of the premises in the Building were provided with the applicable utilities or services. "Variable Operating Costs" are Operating Costs that are variable with the level of occupancy of the Building (such as janitorial services, utilities, refuse and waste disposal, and management fees).

5.5 Payment. Landlord shall reasonably estimate the Operating Costs that will be payable for each calendar year. Tenant shall pay one-twelfth of its Allocated Share of the estimated Operating Costs monthly in advance, together with the payment of Base Rent. Should any assumptions used in creating a budget change, Landlord may adjust the estimated monthly Operating Costs payments to be made by Tenant by notice to Tenant. After the conclusion of each calendar year, Landlord shall furnish Tenant a detailed statement of the actual Operating Costs for the year; and an adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require. Tenant waives and releases any and all objections or claims relating to Operating Costs for any calendar year unless, within 30 days after Landlord provides Tenant with the annual statement of the actual Operating Costs for the calendar year, Tenant provides Landlord notice that it disputes the statement and specifies the matters disputed. If Tenant disputes the statement then, Tenant shall continue to pay the Rent in question to Landlord in the amount provided in the disputed statement pending resolution of the dispute.

5.6 Alternate Computation. Instead of including in Operating Costs certain costs, Landlord may bill Tenant and Tenant shall pay for those costs in any one or a combination of the following manners: (a) direct charges for services provided for the exclusive benefit of the Premises that are subject to quantification; (b) based on a formula that takes into account the relative intensity or quantity of use of utilities or services by Tenant and all other recipients of the utilities or services, as reasonably determined by Landlord; or (c) pro rata based on the ratio that the Rentable Area of the Premises bears to the total rentable area of the tenant premises within the Building that are benefited by such costs.

6. ASSIGNMENT OR SUBLETTING.

6.1 General; Definition of Transfer. Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise shall transfer this Lease except as provided in this article. For purposes of this article, a "transfer" shall mean any of the following: (a) an assignment of this Lease; (b) a collateral assignment, mortgage, or other encumbrance involving this Lease; (c) a sublease, license agreement, or other agreement permitting all or any portion of the Premises to be used by others; (d) a reduction of Tenant's assets to the point that this Lease is substantially Tenant's only asset; (e) the agreement by a third party to assume, take over, or reimburse Tenant for any of Tenant's obligations under this Lease in order to induce Tenant to lease space from the third party; or (f) any transfer of direct or indirect control of Tenant, which shall be defined as any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any non-corporation entity tenant or subtenant, by sale, exchange, merger, consolidation, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of 50% or more of Tenant's stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the Date of this Lease, or any transfer of the power to direct the operations of any entity (by equity ownership, contract, or otherwise), to one or more parties who are not stockholders or interest holders as of the Date of this Lease, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions. This section shall not apply to sales of stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934 as amended, which sales are effected through any recognized securities exchange. Any modification or amendment to any sublease of any portion of the Premises shall be deemed a further sublease of this Lease. As used in this article, the term "transferee" shall include any assignee or subtenant of Tenant or any other party involved in any of the other transactions or events constituting a transfer. Consent by Landlord to a transfer shall not relieve Tenant from the obligation to obtain Landlord's written consent to any further transfer. Any transfer by Tenant in violation of this article shall be void and shall constitute a default under this Lease. In addition, any transfer is subject to the terms of the Condominium Documents.

6.2 Request for Consent. If Tenant requests Landlord's consent to a transfer, it shall submit in writing to Landlord, not later than 30 days before any anticipated transfer, (a) the name and address of the proposed transferee, (b) a duly executed counterpart of the proposed transfer agreement, (c) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the space, and otherwise responsive to the criteria set forth in the Reasonable Consent section of this article, and (d) banking, financial, or other credit information relating to the proposed transferee reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed transferee, including balance sheets and profit and loss statements for the transferee covering the three years before the transfer, certified by the transferee, and a list of personal, banking, business, and credit references for the transferee.

6.3 **Recapture.** Landlord shall have the following options to be exercised within 15 Business Days from submission of Tenant's request for Landlord's consent to a specific transfer: (i) if Tenant proposes to assign this Lease or sublet all or substantially all of the Premises, Landlord shall have the option to cancel and terminate this Lease as of the proposed commencement date for the transfer, and (ii) if Tenant proposes to sublet less than all or substantially all of the Premises or if a proposed sublease shall be for less than the balance of the Lease Term, Landlord shall have the option of canceling and terminating this Lease only as to the applicable portion of the Premises and the applicable portion of the Lease Term covered by the proposed sublease, effective as of the proposed commencement date of the sublease. If Landlord exercises this option (ii) as to a sublease, all Rent for the Premises shall be equitably apportioned as of the commencement date of the sublease and Landlord, at Tenant's expense, shall perform all work and make all alterations as may be required to physically separate the applicable portion of the Premises from the remainder of the Premises and to permit lawful occupancy of the separated portion.

6.4 **Reasonable Consent.** If Landlord does not elect to recapture the Premises as provided in the Recapture section of this article, Landlord shall not unreasonably withhold or delay its consent to a proposed transfer. It shall be deemed reasonable for Landlord to withhold consent to any proposed transfer if any of the following conditions have not been established to Landlord's satisfaction:

6.4.1 The proposed transferee has sufficient financial wherewithal to discharge its obligations under this Lease as determined by Landlord's criteria for selecting Project tenants and has a tangible net worth, experience, and reputation that is not less than the tangible net worth, experience, and reputation of Tenant on the Date of this Lease or the date of the transfer, whichever is greater. "**Tangible net worth**" shall mean the excess of the value of tangible assets (i.e. assets excluding those which are intangible such as goodwill, patents and trademarks) over liabilities.

6.4.2 If the proposed transfer is an assignment, the assignment consideration shall be, or if the proposed transfer is a sublease, the sublease rent shall be, that which would have been achieved in good faith, arm's length negotiations between Tenant and the transferee, assuming neither party to such negotiation was under unusual or extraordinary compulsion to conclude such transaction in a contrary manner.

6.4.3 The use, nature, business, activities, or reputation in the business community of the proposed transferee will not cause physical harm to the Project or harm to the reputation of the Project that would result in an impairment of Landlord's ability to lease space in the Project or a diminution in the rental value of space in the Project.

6.4.4 The proposed use of the Premises by the proposed transferee will be the Permitted Use and not prohibited by the Rules and Regulations, and will not violate any restrictive covenants or exclusive use provisions applicable to Landlord, cause a violation of another lease for space in the Project, or give an occupant of the Project a right to cancel its lease.

6.4.5 Landlord has space available for leasing in the Project that is competitive with the space proposed to be transferred.

6.4.6 The proposed use of the Premises by the proposed transferee will not require alterations or additions to the Premises or the Project to comply with applicable law or governmental requirements and will not negatively affect insurance requirements or involve the introduction of materials to the Premises that are not in compliance with applicable environmental laws.

6.4.7 Any mortgagee of the Project will consent to the proposed transfer if such consent is required under the relevant loan documents.

6.4.8 The proposed use of the Premises will not materially increase the Operating Costs for the Project or the burden on Project services, or generate excessive foot traffic, elevator usage, Parking Area usage, or security concerns in the Project, or compromise or reduce the comfort or safety, or both, of Landlord and the other occupants of the Project, or be incompatible with Landlord's Sustainability Guidelines.

6.4.9 The proposed transferee shall not be, and shall not be affiliated with, anyone with whom Landlord or any of its affiliates or mortgagees has been involved with in litigation or who has defaulted under any agreement with Landlord or any of its affiliates.

6.4.10 There shall be no default by Tenant, beyond any applicable grace period, under any of the terms, covenants, and conditions of this Lease at the time that Landlord's consent to a transfer is requested and on the date of the commencement of the term of the proposed transfer, and no Multiple Defaults Trigger shall have occurred.

6.4.11 Any Guarantor will consent to the transfer and execute a written agreement reaffirming the Guaranty.

6.4.12 If the transfer is an assignment, the proposed assignee will assume in writing all of the obligations of Tenant under this Lease.

Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed transfer.

6.5 Tenant's Remedies. Tenant waives any remedy for money damages (nor shall Tenant claim any money damages by way of setoff, counterclaim, or defense) based on any claim that Landlord has unreasonably withheld, delayed, or conditioned its consent to a proposed transfer under this Lease. Tenant's sole remedy in such an event shall be to institute an action or proceeding seeking specific performance, injunctive relief, or declaratory judgment.

6.6 Transfer Documents. Any sublease shall provide that: (a) the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant; (b) the sublease is expressly subject to all of the terms and provisions of this Lease; and (c) unless Landlord elects otherwise, the sublease will not survive a termination of this Lease (whether voluntary or involuntary) or resumption of possession of the Premises by Landlord following a default by Tenant. The sublease shall further provide that if Landlord elects that the sublease shall survive a termination of this Lease or resumption of possession of the Premises by Landlord following a default by Tenant, the subtenant will, at the election of the Landlord, attorn to the Landlord and continue to perform its obligations under its sublease as if this Lease had not been terminated and the sublease were a direct lease between the Landlord and the subtenant. Any assignment of lease shall contain an assumption by the assignee of all of the obligations of Tenant under this Lease.

6.7 No Advertising. Tenant shall not advertise or list with brokers its space for sublease at a rental rate lower than the then Project rental rate for comparable space for a comparable term.

6.8 Consideration for Consent. If Tenant effects any transfer, then Tenant shall pay to Landlord a sum equal to (a) the net Rent or other consideration paid to Tenant by any transferee that is in excess of the Rent then being paid by Tenant to Landlord under this Lease for the portion of the Premises so transferred (on a prorated, square footage basis), and (b) any other profit or gain realized by Tenant from the transfer. The net Rent or other consideration paid to Tenant as provided in subsection (a) and the profit or gain as provided in subsection (b) shall be calculated by deducting from the gross Rent or other consideration or profit or gain reasonable and customary real estate brokerage commissions actually paid by Tenant to unaffiliated third parties, tenant improvement allowances, Rent concessions, the actual cost of improvements to the Premises made by Tenant for the transferee, and other direct out-of-pocket costs actually paid by Tenant in connection with the transfer (as long as the costs are commercially reasonable and are commonly incurred by landlords in leasing similar space). Should the transaction involving an assignment of Tenant's interest under this Lease be a sale of multiple assets of Tenant, Landlord shall not be bound by any allocation of the purchase price for such assets which may be included in an agreement between Tenant and the transferee. Rather, the profit or gain on the transfer of Tenant's interest under this Lease as defined in subsection (b) above shall be the fair market value of Tenant's interest under this Lease as of the date of the transfer less the costs of the transaction as generally described above. Upon reasonable notice, Landlord shall have the right to audit Tenant's books and records to determine the amount payable to Landlord under this section. All sums payable by Tenant under this section shall be payable to Landlord immediately on receipt by Tenant.

6.9 Acceptance of Payments. If this Lease is nevertheless assigned, or the Premises are sublet or occupied by anyone other than Tenant, Landlord may accept Rent from the assignee, subtenant, or occupant and apply the net amount received to the Rent reserved in this Lease, but no such assignment, subletting, occupancy, or acceptance of Rent shall be deemed a waiver of the requirement for Landlord's consent as contained in this article or constitute a novation or otherwise release Tenant from its obligations under this Lease.

6.10 Continuing Liability. Except as provided in the Recapture section of this article, following any transfer, Tenant and any Guarantor shall remain liable to Landlord for the payment of all Rent payable under this Lease and all other obligations

of the party holding the interest of Tenant under this Lease following the transfer. The joint and several liability of Tenant, any Guarantor, and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released, or impaired by any (a) agreement that modifies any of the rights or obligations of the parties under this Lease, (b) stipulation that extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease.

6.11 Administrative Fee. Tenant shall pay to Landlord, on demand, an administrative fee of \$1,000, plus all reasonable attorneys' fees and actual costs associated with Landlord's consideration of Tenant's transfer request and the review and preparation of all documents associated with the transfer request.

6.12 Landlord Transfer. Landlord may assign or encumber its interest under this Lease. If any portion of the Premises is sold, transferred, or leased, or if Landlord's interest in any underlying lease of the Premises is transferred or sold, Landlord shall be relieved of all existing and future obligations and liabilities under this Lease, provided that the purchaser, transferee, or tenant of the Premises assumes in writing those obligations and liabilities.

7. INSURANCE.

7.1 Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including unmodified contractual liability coverage, on an occurrence basis, with coverage at least as broad as that provided by an unmodified Insurance Services Office ("ISO") form CG 00 01 04 13 in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of \$1 million combined single limit for bodily injury and property damage; (iii) excess liability insurance as to the commercial general liability, commercial automobile liability, and employer's liability policies in the minimum amount of \$5 million and which shall be "follow form" and no less broad than the underlying coverages; (iv) Causes of Loss -- Special Form property insurance (ISO CP 10 30 or equivalent), including windstorm and named storm coverage, in an amount adequate to cover 100% of the replacement costs, without co-insurance, of all of Tenant's property at the Premises; (v) workers' compensation insurance and employer's liability insurance; (vi) business income and extra expense insurance covering the risks to be insured by the property insurance described above, on an actual loss sustained basis, but in all events in an amount sufficient to prevent Tenant from being a co-insurer of any loss covered under the applicable policy or policies, including income coverage for a minimum 12 month period; and (vii) such other insurance as may be reasonably required by Landlord. Tenant's insurance shall provide primary and non-contributory coverage to the Landlord Parties when any policy issued to, or any self-insured program of, any Landlord Parties provides duplicate or similar coverage. Tenant's insurance shall include a Primary and Non-Contributory endorsement (ISO CG 20 01 04 13 or equivalent). Tenant's commercial general liability and commercial automobile liability policies may not have any self-insured retentions. The coverage limits provided in this Lease will not limit Tenant's liability to Landlord under this Lease. Notwithstanding the coverage limits listed above, if Tenant carries insurance coverage with limits higher than the limits required in this Lease, the additional insureds required under this Lease will each be an additional insured as to the full coverage limits actually carried by Tenant.

7.2 Insurance Requirements. All insurance policies shall be written with insurance companies acceptable to Landlord having coverage limits required by this article, and having a policyholder rating of at least "A-" and a financial size category of at least "Class IX" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability, commercial automobile liability, and excess liability insurance policies shall include the Landlord Parties as additional insureds (on ISO CG 20 11 04 13 or equivalent for the commercial general liability policy) on a primary and non-contributory basis and require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. The commercial general liability, commercial automobile liability, and excess liability policies shall include an unmodified Separation of Insureds provision. The following exclusions/limitations or their equivalent(s) are prohibited: Contractual Liability Limitation CG 21 39; Amendment of Insured Contract Definition CG 24 26; any endorsement modifying the Employer's Liability exclusion or deleting the exception to it; any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured; and any Punitive, Exemplary, or Multiplied Damages exclusion. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for liability insurance and the ACORD 28 for Commercial Property Insurance, with copies of declaration pages, schedule of forms and endorsements, and all endorsements under this Lease) at least 10 days before entering the Premises for any reason. The ACORD 25 Form Certificate of Insurance for the liability insurance policies shall specify the policy form number and edition date and

shall have attached to it a copy of the additional insureds endorsement listing the Landlord Parties. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties.

7.3 Waiver of Subrogation. Except as otherwise provided in the penultimate sentence of this section, Landlord and Tenant each expressly, knowingly, and voluntarily waive and release their respective rights of recovery that they may have against the other or the other's Parties and against every other tenant in the Project, and property of third parties in the care, custody, and control of Tenant or Landlord, as applicable, and loss of business (specifically including loss of Rent by Landlord and business interruption by Tenant) directly or by way of subrogation or otherwise as a result of the acts or omissions of the other party or the other party's Parties (specifically including the negligence of either party or its Parties and the intentional misconduct of the Parties of either party), to the extent any such claims are insured under a so-called "special perils" or "Causes of Loss -- Special Form" property insurance policy including, windstorm and named storm coverage or under a so-called "contents" insurance policy (whether or not actually carried). Tenant assumes all risk of damage to and loss of Tenant's property wherever located, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or from any other cause. Landlord and Tenant shall each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Project and the property located in the Premises. The release by Landlord in favor of Tenant shall not apply, and shall be void and of no force or effect, if Landlord's insurance coverage is denied, invalidated, or nullified by reason of any act or failure to act of any of the Tenant Parties. This section shall control over any other provisions of this Lease in conflict with it and shall survive the expiration or sooner termination of this Lease.

8. DEFAULT.

8.1 Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant or any Guarantor for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or any Guarantor, or any Guarantor dies; (c) Tenant abandons the Premises; (d) Tenant transfers this Lease in violation of the Assignment or Subletting article; (e) Tenant fails to deliver an estoppel certificate or subordination agreement or maintain required insurance coverages within the time periods required by this Lease; (f) Tenant does not comply with its obligations to vacate the Premises under the Relocation of Tenant or End of Term articles of this Lease; or (g) Tenant fails to perform any other obligation under this Lease.

8.2 Remedies. If Tenant defaults, in addition to all remedies provided by law, including the right to terminate this Lease, Landlord may declare the entire balance of all Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and, if so, may collect the then present value of the accelerated Rent (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). Tenant waives all rights of redemption or to prevent a forfeiture that it has under applicable law after this Lease has been terminated or Tenant has surrendered or abandoned the Premises or has been evicted or otherwise dispossessed from the Premises.

8.3 Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be immediately paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

8.4 Late Charges, Interest, and Bad Checks. If any payment due Landlord shall not be paid when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payment; or (b) \$500. All payments due Landlord shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. Tenant will reimburse Landlord for any bank and administrative charges incurred by Landlord as a result of any dishonored Tenant payment.

8.5 Limitations. None of the Landlord Parties shall ever have any personal liability to Tenant. **TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIMS BY TENANT OF ANY KIND WHATSOEVER ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES OR ANY RIGHTS AND OBLIGATIONS THEY MAY HAVE RELATING TO THE BUILDING, THIS LEASE,**

OR ANYTHING RELATED TO EITHER, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed eviction or default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim.

8.6 **Presumption of Abandonment.** It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for 10 consecutive days while in monetary default. Any grace periods set forth in this article shall not apply to the application of this presumption.

8.7 **Multiple Defaults.** Tenant acknowledges that any rights or options to extend the Lease Term, expand or contract the size of the Premises, terminate or transfer this Lease, have Building or monument signage, or other similar special rights or options, that have been granted to Tenant under this Lease are conditioned on the prompt and diligent performance of the terms of this Lease by Tenant. Accordingly, should Tenant, on three or more occasions during any 12-month period or on four or more occasions during any 36-month period or on six or more occasions during the Lease Term (each of these cases being a "Multiple Defaults Trigger"), (a) fail to pay any installment of Rent when due; or (b) otherwise default under this Lease in a non-monetary manner; then in addition to all other remedies available to Landlord, all such rights and options shall automatically, and without further action on the part of any party, expire and be deemed canceled and of no further force and effect. The total number of events under both clauses (a) and (b) above cumulatively will be added together to determine whether Tenant has reached one of the three thresholds resulting in a loss of rights as provided in this section.

8.8 **Performance of Obligations of the Association.** If the Association defaults under any of its obligations under the Condominium Documents such default shall not constitute or give rise to a default by Landlord under this Lease. Landlord shall not be obligated to cure the Association's default or undertake the obligation in respect of which the Association shall have defaulted and Landlord shall not be liable to Tenant on account thereof; provided that Landlord shall use good faith efforts to enforce the Association's obligations under the Condominium Documents. Any condition resulting from such default by the Association shall not constitute an eviction, actual or constructive, of Tenant.

9. ALTERATIONS.

9.1 **General.** "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made before Tenant's occupancy of the Premises. Tenant shall make no Alterations without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole and absolute discretion. However, Landlord will not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, affect utility services or building systems, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the Project, do not require a building permit, and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant's Alterations shall comply with applicable governmental requirements and conform to Landlord's finish quality standards. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Landlord, or its agent or contractor, may supervise the performance of any Alterations, and, if so, Tenant shall pay to Landlord an amount equal to 5% of the cost of the work, as a supervisory fee. All Alterations by Tenant shall comply with Landlord's Sustainability Guidelines, where applicable, and any specific requirements set forth in this Lease, and Tenant shall pursue proven resource efficiency measures in the design of any Alterations, including those related to lighting and daylighting, window shading, equipment and lighting control, plumbing fixture efficiency, and specification of office and kitchen equipment. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord's approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation and employer's liability insurance, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance, written on an occurrence basis with minimum limits of \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit (including contractual liability, property damage and contractor's protective

liability coverage); commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of \$1 million combined single limit for bodily injury and property damage; and excess liability insurance in the minimum amount of \$5 million. Contractors' insurance shall contain an endorsement including the Landlord Parties as additional insureds and shall be primary and non-contributory over any other coverage available to the Landlord and shall include a waiver of subrogation in favor of Landlord Parties. The contractor's insurance shall also comply with the requirement of the Insurance article. All Alterations by Tenant shall also comply with Landlord's rules and requirements for contractors performing work in the Project.

9.2 Sustainability and Energy Performance. Tenant Alterations shall also comply with the following requirements concerning sustainability and energy performance:

9.2.1 All Alterations shall meet all applicable energy savings and energy efficient building code requirements. If there is a conflict between the building code requirements and those set forth in this Lease, the requirements calling for higher energy savings and efficiency shall apply.

9.2.2 Landlord shall have the right to withhold its consent to any proposed Alteration if the Alteration is not compatible with, or adversely affects, any applicable LEED®, Energy Star, or other "green", "sustainable" or "health and well-being" rating certification or recertification of the Project under such LEED® or other green rating system (or other applicable certification standard).

9.2.3 Tenant shall take reasonable steps to minimize its electrical consumption within the Premises such as, by way of example only, adopting conservation practices (e.g. reducing its use of lighting where unnecessary), the use of efficient equipment, and the use of the types of lighting, lighting switches, sensors and zones, as may be specified by Landlord. Tenant shall install only Energy Star rated appliances, including dishwashers, refrigerators, microwaves, vending machines, and water coolers, and Energy Star rated office equipment, including computers, monitors, printers, fax machines, scanners, and servers, when available.

9.2.4 Tenant shall ensure that any lighting installed by Tenant in the Premises complies with the most current applicable ASHRAE Standard 90.1 by either the space by space or building area method, including use of light emitting diodes ("LED") in place of incandescent and halogen or compact fluorescent bulbs for accent lighting and down lighting. Alternative lighting with energy efficiencies equal to or greater than LEDs may also be used.

9.2.5 Tenant shall install timers, dimmers, or programmable lighting controls throughout the Premises, as follows:

(a) All lighting installed by or on behalf of Tenant shall be controlled by occupancy or motion sensors arranged to control open plan office areas of 1,000 square feet or less and within all individual offices, conference rooms and general use rooms.

(b) In connection with lighting installed by or on behalf of Tenant, Tenant shall provide capacity to adjust light levels in all areas where natural light is available and will include occupancy or motion sensors.

9.2.6 To the extent feasible, Tenant shall locate refrigeration and other heat-generating equipment where such equipment can be adequately ventilated, and also shall locate refrigerators in an area of the Premises that is not within direct sunlight or near another heat source.

9.2.7 Tenant shall ensure that any fixtures purchased for the Premises shall be at a minimum certified by the United States' Environmental Protection Agency's Water Sense Program, and follow the Energy Policy Act of 1992 (as amended), for water fixture performance requirements, as referenced in relevant LEED Reference Guides; so long as such fixtures meet Landlord's particular requirements for the Building, if more stringent.

9.2.8 Tenant agrees that it shall abide by the requirements of any LEED or other third party certification with respect to use of materials, equipment, and construction procedures in all Alterations, and Tenant shall cooperate with Landlord, upon Landlord's request, to obtain certification of compliance with any mandatory aspects of the then applicable and current ASHRAE Standard 90.1 relating to interior Alterations, equipment and trade fixtures, including mechanical, electrical, plumbing and fire protection

design, in the Premises. Without limiting the foregoing provision, to the extent requested by Landlord, Tenant must provide air measuring station/airflow monitors at all AHUs/VAV boxes introducing outside air, with accuracy of 15% of design minimum outside air, and automated notification of the Building personnel through the Base Building management system if it varies from the set point by 10% or more. Without limiting the foregoing provisions, as part of such installation, such equipment must contain CO2 sensors, which shall be tied into the Base Building management system and located in the "breathing zone" as defined by ASHRAE Standards. The expenses of complying with the requirements listed in this section may be paid out of the Tenant Improvement Allowance, if any.

9.2.9 All materials and installation processes related to all adhesives, sealants, paints, coatings, carpet and rug materials and systems, composite wood and agrifiber products in connection with any Alterations shall comply with limits for VOCs established by Landlord from time to time (where applicable) and available to Tenant upon written request from Landlord. Notwithstanding the foregoing, the Tenant shall specify that all paints, sealants and adhesives used or to be used within the Premises meet EcoLogoM, Green SealTM, and South Coast Air Quality Management District regulations, and MPI Green Performance™ Standards or equivalent so as to ensure no or low emissions of VOCs within the Building. Landlord may from time to time conduct tests to measure VOCs within the Premises. Tenant agrees to engage a Qualified LEED® Consultant during the design phase through implementation of any Alterations to review all plans, material procurement, demolition, construction, and waste management procedures to ensure they are in full conformance with Landlord's Sustainability Guidelines which have been communicated to Tenant. A "Qualified LEED® Consultant" shall mean an individual, or entity employing an individual, who: (1) has been accredited by USGBC as a LEED Accredited Professional (LEED AP); (2) is a current or formerly licensed architect, or mechanical or structural engineer in the State of Florida; and (3) has been the LEED consultant on at least one Project that has pursued certification from the USGBC under the LEED rating system.

9.2.10 Upon completion of any Alterations, Tenant shall provide Landlord with a written confirmation from a Qualified LEED Consultant that the Alterations comply with Landlord's Sustainability Guidelines.

9.2.11 Tenant shall cooperate in good faith to obtain and submit reports and documentation from contractors, subcontractors and suppliers regarding such matters as recycled or VOC content of materials, the location of the manufacture of materials, or other specifications or records requested by Landlord as necessary to document compliance with the Landlord's Sustainability Guidelines or Landlord's green objectives.

9.2.12 Landlord reserves the right to update, expand and modify the Sustainability Guidelines and the foregoing from time to time.

10. LIENS.

10.1 **No Lien Notice.** The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for Alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens.

10.2 **Discharge of Liens.** If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within 10 days after notice to Tenant. Further, Tenant shall indemnify, defend, and hold Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant.

11. **ACCESS TO PREMISES.** Landlord and persons authorized by Landlord, at all reasonable times, may enter the Premises to (a) inspect the Premises; or (b) to make such repairs, replacements, and alterations as Landlord deems necessary or desirable, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency and for provision of any services, when no notice shall be required.

12. **COMMON AREAS.** The "Common Areas" of the Project include such areas and facilities as delivery facilities, walkways, landscaped and planted areas, and parking facilities (including parking structures and garages), and are those areas designated

by Landlord for the general use in common of occupants of the Project, including Tenant. The Common Areas shall at all times be subject to the exclusive control and management of Landlord and the Association, as the case may be. Landlord may grant third parties specific rights concerning portions of the Common Areas. Landlord may increase, reduce, improve, or otherwise alter the Common Areas, otherwise make improvements, alterations, additions, or reductions to the Project, and change the name or number by which the Building or Project is known. Landlord may also temporarily close the Common Areas to make repairs or improvements. Landlord has the right, but not the obligation, in its sole and absolute discretion, to temporarily close the Building or access to portions thereof, including any Common Area and the Premises, if there is any act or threat of any act of terrorism, war, violence, vandalism, civil unrest, riot, pandemic or health emergency, or other event that may pose a threat to the public health or safety or damage to the Building, including a hurricane warning, any advisory warning, directive, or notice from the Office of Homeland Security, the Centers for Disease Control and Prevention, or any other federal, state, or local governmental or enforcement agency (any of the foregoing, "Civil Unrest"). Tenant shall comply with any notice from Landlord or any governmental agency to close the Building or portions thereof and to immediately cause all of its employees, agents, contractors, and invitees to vacate the Building. Landlord will not be responsible for any loss or damage to Tenant's business as a result, and Tenant will not be entitled to any abatement in Rent or other relief of its obligations under this Lease for any period of time when Tenant may not have access to the Premises or Building due to any Civil Unrest. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Project.

13. **SECURITY INTEREST.** As security for Tenant's obligations under this Lease, Tenant grants to Landlord a security interest in this Lease and all property of Tenant now or hereafter placed in or upon the Premises including, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings, and other articles of personal property (all of which Tenant shall maintain in first-class condition), and all insurance proceeds of or relating to Tenant's property and all accessions and additions to, substitutions for, and replacements, products, and proceeds of the Tenant's property. This Lease constitutes a security agreement under the Florida Uniform Commercial Code. This security interest shall survive the expiration or sooner termination of this Lease and Landlord may, at any time, file a financing statement with the appropriate state or governmental agency with respect to such interest.

14. **CASUALTY DAMAGE.** If the Project or any portion of it is damaged or destroyed by any casualty and: (a) the Building or Project or a material part of the Common Areas shall be so damaged that substantial alteration or reconstruction shall, in Landlord's opinion, be required (whether or not the Premises shall have been damaged by the casualty); or (b) Landlord is not permitted to rebuild the Building or Project or a material part of the Common Areas in substantially the same form as it existed before the damage; or (c) the Premises shall be materially damaged by casualty during the last two years of the Lease Term; or (d) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (e) the damage is not fully covered by insurance maintained by Landlord; then Landlord may, within 90 days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth day after the notice is delivered. If Landlord does not elect to terminate this Lease, provided that Tenant was operating from the Premises immediately prior to the casualty and will recommence operations after restoration of the Premises, Landlord shall proceed with reasonable diligence to restore the Building and the Premises to substantially the same condition it was in immediately before the casualty. However, Landlord shall not be required to restore any unleased premises in the Building, or any portion of Tenant's property. Rent shall abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty resulting in damage to the Premises which is covered by insurance carried or required to be carried by Landlord under this Lease and not subject to the Waiver of Subrogation provision of this Lease on account of it being caused by another tenant of the Project, as of the date on which the Premises becomes unusable and the abatement shall continue until the date the Premises become tenantable again. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent.

15. **CONDEMNATION.** If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Project is taken, at Landlord's option, this Lease shall terminate on the date on which possession of such portion of the Project is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord, and assigns to Landlord any claims it may have otherwise had, for the value of any unexpired portion of the Lease Term, or any Alterations. Tenant shall not be entitled to any part of the condemnation award or private purchase price. If this Lease is not terminated as provided above, Rent shall abate in proportion to the portion of the Premises condemned.

16. **REPAIR AND MAINTENANCE.** Landlord shall maintain in good order and condition, ordinary wear and tear excepted, the Common Areas, mechanical and equipment rooms, the roof and exterior walls of the Building, the exterior windows of the Building, the structural portions of the Building, the elevators, and the electrical, plumbing, mechanical, fire protection, life safety, and air conditioning, heating, and ventilation (“HVAC”) systems servicing the Building. However, unless the Waiver of Subrogation section applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of the Tenant Parties. Tenant waives the provisions of any law or any right Tenant may have under common law permitting Tenant to make repairs at Landlord’s expense or to withhold rent or terminate this Lease based on any alleged failure of Landlord to make repairs. All costs associated with the repair and maintenance obligations of Landlord under this article shall be included in and constitute Operating Costs. Except to the extent Landlord is obligated to repair and maintain the Premises as provided above, Tenant shall, at its sole cost, repair, replace, and maintain the Premises systems exclusively for Tenant’s use) in a clean, attractive, first-class condition. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Notwithstanding the foregoing, Landlord’s repair and maintenance obligations shall not include any repair and maintenance obligations delegated to any association or other third party under the Condominium Documents (or Master Declaration, if applicable); provided, that, Landlord shall use commercially reasonable efforts to enforce its rights under the Condominium Documents, or Master Declaration with respect to such obligations.

17. **ESTOPPEL CERTIFICATES.** From time to time, Tenant, on not less than five days’ prior notice, shall (i) execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Building, and (ii) cause any Guarantor to deliver to Landlord any estoppel certificate required under the Guaranty.

18. **SUBORDINATION.** This Lease is and shall be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute and deliver any agreement that Landlord may request within 10 days after receipt from Landlord. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant’s part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease.

19. **INDEMNIFICATION.** To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless the Landlord Parties from and against any and all liability (including reasonable attorneys’ fees) resulting from actual or alleged claims by third parties that arise out of the occupancy, maintenance, or use of the Premises. Similarly, to the fullest extent permitted by law, Landlord shall indemnify, defend, and hold harmless the Tenant Parties from and against any and all liability (including reasonable attorneys’ fees) resulting from actual or alleged claims by third parties that arise out of the occupancy, maintenance, or use of the Common Areas to the same extent that Tenant would have been covered had it been named as an additional insured on the commercial general liability insurance policy carried by Landlord for the Project. It is intended that the indemnitor indemnify the indemnitee, and its Parties against the consequences of their own negligence or fault, even when the indemnitee or any of its Parties is jointly, comparatively, contributively, or concurrently negligent with the indemnitor, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of the indemnitee or any of its Parties. The indemnitor waives and releases (i) all claims against the indemnitee and its Parties for any claim covered by the indemnity obligations of the indemnitor under this article, and (ii) any immunities to which the indemnitor may be entitled under applicable worker’s compensation laws or charitable immunity laws, and the indemnitor expressly assumes liability for claims made by its employees and its Parties’ employees which are covered by workers’ compensation insurance and employer’s liability insurance. The indemnitor must pay all reasonable attorneys’ fees and necessary litigation expenses that the indemnified party incurs in defending all claims covered by the indemnitor’s indemnification obligations under this Indemnification article. This Indemnification article shall not be construed to restrict, limit, or modify either party’s insurance obligations under this Lease, nor shall Landlord’s or Tenant’s indemnification obligations under this article be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease by either party. Either party’s compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party’s obligations under this Indemnification article. Notwithstanding anything in this article to the contrary, if and to the extent that any loss occasioned by any of

the events described in this article exceeds the greater of the coverage or amount of insurance required to be carried by the indemnitor or the coverage or amount of insurance actually carried by the indemnitor, or results from any event not required to be insured against and not actually insured against, the party at fault shall pay the amount not actually covered. These indemnification provisions shall survive the expiration or sooner termination of this Lease.

20. **NO WAIVER.** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

21. **SERVICES AND UTILITIES.** Landlord shall furnish to the Premises the following services only: (a) air conditioning during Normal Business Hours; at other times, air conditioning will be furnished at the then Building Standard charge (payable by Tenant to Landlord on written demand by Landlord) and on then Building Standard terms relating to advance notice, minimum hours, minimum zones, and other matters; (b) janitorial and general cleaning service on Business Days; (c) passenger elevator service from the Building's lobby to the Premises; (d) common restroom facilities and necessary lavatory supplies, including cold running water; and (e) electricity for the purposes of lighting and general office equipment use in amounts consistent with Building Standard electrical capacities for the Premises (excluding electricity for separately metered equipment exclusively serving the Premises, such as supplemental HVAC units, the costs for which shall be paid by Tenant to Landlord upon receipt of an invoice from Landlord). Landlord shall have the right to select the Building's electric service provider and to switch providers at any time, and purchase green or renewable energy. If required to further Landlord's Sustainability objectives, Landlord may install and Tenant will pay for an electric submeter to service the Premises to measure the consumption of electricity in the Premises, including a submeter for each piece of Tenant's capital equipment, and if so, Tenant will pay for its electricity consumption as invoiced by Landlord. If water, gas, electricity, or any other utility service provided to the Premises is measured by a consumption meter or other means associated with an account with such utility provider that is paid directly by Tenant, or if Landlord is required by any law or governmental authority to disclose energy efficiency information, then, at Landlord's request, Tenant shall provide Landlord with accurate data reflecting Tenant's consumption of such utility services, which information may include usage data, type and number of equipment operated and Tenant operating hours. Tenant shall cooperate with any present or future government conservation requirements and with any conservation practices established by Landlord. Tenant shall use commercially reasonable efforts to conduct its operations to minimize, to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of waste being generated and sent to landfill, and (iv) negative impacts upon the indoor air quality of the Building and Premises. Tenant's use of electrical, HVAC or other services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, the level of use which Landlord deems to be standard for the Building and shall be in compliance with Landlord's green certifications and requirements, including energy and lighting conservation limitations. Tenant shall pay all costs associated with any such additional utility or service usage, including the installation of separate meters or sub-meters. In no event shall Landlord be liable for damages resulting from the failure to furnish any service, and any interruption or failure shall in no manner entitle Tenant to any remedies including abatement of Rent. If at any time during the Lease Term, the Project has any type of access control system for the Parking Areas or the Building, Landlord shall furnish to Tenant, at Landlord's cost and expense, the number of access cards equal to the number of occupants of the Premises at the time such system is installed (the allocation of access cards for Parking Areas, if applicable, will coincide with the number of parking spaces allocated to Tenant under this Lease, if any). Any replacement cards shall be purchased from Landlord by Tenant at the then Building Standard charge.

22. **SECURITY DEPOSIT.** The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance of this Lease including the payment of Rent. Tenant grants Landlord a security interest in the Security Deposit. The Security Deposit may be commingled with other funds of Landlord and Landlord shall have no liability for payment of any interest on the Security Deposit. Landlord may apply the Security Deposit to the extent required to cure any default by Tenant. If Landlord so applies the Security Deposit, Tenant shall deliver to Landlord the amount necessary to replenish the Security Deposit to its original sum

within five days after notice from Landlord. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a defense to any action that Landlord may bring against Tenant.

23. **GOVERNMENTAL REGULATIONS.** Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities, including the Americans with Disabilities Act of 1990 (as amended, the "ADA"), relating to Tenant, its conduct of business, and its use and occupancy of the Premises, including (a) maintaining a business tax receipt, Certificate of Use and Occupancy, or equivalent and any and all other licenses required to conduct business in the Premises, and (b) at Landlord's election, performing or paying Landlord on demand for the cost of any work to the Common Areas required because of Tenant's specific use (as opposed to general office use) of the Premises or Alterations to the Premises made for Tenant. Tenant shall indemnify, defend, and hold Landlord harmless from and against all costs (including reasonable attorneys' fees and costs, fines, and interest) based on Tenant's failure to comply with the terms of this section.

24. **SIGNS.** No signage shall be placed by Tenant on any portion of the Project. However, Landlord shall, on behalf of Tenant, place a sign bearing Tenant's name in a location approved by Landlord near the entrance to the Premises (at Tenant's cost) and Tenant will be furnished a single listing of its name in the Building's directory (at Tenant's cost), all in accordance with the criteria adopted from time to time by Landlord for the Project. Any changes or additional listings in the directory shall be furnished (subject to availability of space) for the then Building Standard charge.

25. **BROKER.** Landlord and Tenant each represent and warrant that they have neither consulted nor negotiated with any broker regarding the Premises, except the Landlord's Broker. Tenant shall indemnify, defend, and hold Landlord harmless from and against any claims for commissions from any real estate broker other than Landlord's Broker with whom Tenant has dealt in connection with this Lease. Landlord shall indemnify, defend, and hold Tenant harmless from and against payment of any leasing commission due Landlord's Broker in connection with this Lease and any claims for commissions from any real estate broker other than Landlord's Broker with whom Landlord has dealt in connection with this Lease. The terms of this article shall survive the expiration or earlier termination of this Lease.

26. **END OF TERM.** Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. All Alterations made by Landlord or Tenant to the Premises shall become Landlord's property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord and without notice, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability or notice to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense.

27. **ATTORNEYS' FEES.** Except as otherwise provided in this Lease, the prevailing party in any litigation or other dispute resolution proceeding, including arbitration, arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, shall be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the entitlement to or amount of fees or costs owed under this provision, and fees in connection with bankruptcy, appellate, or collection proceedings. No person or entity other than Landlord or Tenant has any right to recover fees under this section. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant. All references in this Lease to attorneys' fees shall be deemed to include all legal assistants', paralegals', and law clerks' fees and shall include all fees incurred through all post-judgment and appellate levels and in connection with collection proceedings. However, the term "attorneys' fees" shall exclude fees for lawyers who are employees of a party.

28. **NOTICES.** Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's

notice address. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

29. **EXCUSABLE DELAY.** For purposes of this Lease, the term “**Excusable Delay**” shall mean any delays resulting from causes beyond the direct control of the party delayed, including delays due to strikes, lockouts, riots, civil commotion, war (whether declared or undeclared) or warlike operations, acts of terrorism, cyber-attacks, acts of a public enemy, acts of bioterrorism, epidemics, pandemics, quarantines, or other health crises, invasion, rebellion, hostilities, military or usurped power, sabotage, government action, regulations or controls that are enacted after the Date of this Lease, inability to obtain any material, utility, or service, inability to obtain building permits, hurricanes, floods, earthquakes, tornadoes, or other natural disasters, or acts of God, power outages, or any other cause beyond the direct control of the party delayed, whether similar or dissimilar in kind and nature to any of the foregoing and whether foreseeable or unforeseeable. Notwithstanding anything in this Lease to the contrary, (1) in no event shall a delay described above be deemed an Excusable Delay unless and until the party being delayed has provided written notice (which may be via e-mail) to the other party of such delay; (2) the calculation of the period of Excusable Delay, if applicable, shall commence as of the date of such notice; (3) the party being delayed shall at all times use good faith efforts to mitigate the consequences of any Excusable Delay; (4) if the delayed party fails to notify the other party in writing within 30 days of the actual occurrence of an alleged Excusable Delay, then the delayed party shall be deemed to have waived its right to assert any such delay(s); and (5) Excusable Delays shall be recognized under this Lease only to the extent they are not concurrent with any other delay that does not constitute an Excusable Delay. The provisions of this article shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, or from the obligations to maintain insurance, and shall not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

30. **QUIET ENJOYMENT.** Landlord covenants and agrees that, on Tenant’s paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, or mortgages encumbering the Project.

31. **RELOCATION OF TENANT.** Landlord may move Tenant from the Premises to a reasonably equivalent space within the Project comparable in size and layout, on not less than 30 days’ notice to Tenant. If Landlord relocates Tenant, Landlord shall perform the interior improvements to the new space of approximate equivalence to the interior improvements in the original Premises and pay the reasonable costs of moving Tenant’s property to the new space. Landlord will also reimburse Tenant for reasonable costs of replacement of stationery (based on reasonable quantities on hand as of the date of Landlord’s relocation notice), and telecommunications relocation. Such a relocation shall not terminate or otherwise modify this Lease except that from and after the date of the relocation, the “Premises” shall refer to the relocation space into which Tenant has been moved, rather than the original Premises as defined in this Lease. If the rentable area of the relocation space is more or less than the rentable area of the original Premises, then the Base Rent and Tenant’s Allocated Share and all other terms of this Lease derived from the area of the Premises shall be appropriately adjusted.

32. **PARKING.**

32.1 **General.** Tenant shall be entitled to use no more than the number of parking spaces in the Parking Areas and on such terms as specified in the Basic Lease Information and Defined Terms article of this Lease. The parking spaces allocated to Tenant shall be reduced by Tenant’s pro rata share of the visitor, accessible, and electric vehicle parking spaces for the Project. The parking spaces may only be used by principals and employees of Tenant. “**Parking Areas**” shall mean the areas available for automobile parking in connection with the Building as those areas may be designated by Landlord from time to time. Except for particular spaces and areas designated from time to time by Landlord for reserved parking, if any, all parking in the Parking Areas shall be on an unreserved, first-come, first-served basis. Landlord reserves the right to designate and change the location of any parking spaces, and Landlord will not be responsible for rent abatement, damages or liability to Tenant as a result of Landlord’s exercise of such rights. Landlord shall have no liability to Tenant for unauthorized parking in reserved spaces, and shall not be required to tow any unauthorized vehicles.

32.2 **Valet Parking.** Landlord may institute a parking valet program. Landlord may set the charges and require certain tenants (including Tenant) and occupants to validate parking by their patrons and reimburse such valet charges, all pursuant to such procedures and rules, regulations, and requirements as Landlord may determine. Valet parking areas may be located in portions

of the Project or Parking Areas, and such other areas within or outside the Parking Areas or the Project, as Landlord may determine from time to time.

33. **FINANCIAL REPORTING.** From time to time, Tenant shall cause the following financial information to be delivered to Landlord, at Tenant's sole cost and expense, upon not less than 10 days' advance written notice from Landlord: (a) a current financial statement, including a balance sheet and a statement of income and expenses, for Tenant and Tenant's financial statements for the previous two accounting years, (b) a similar current financial statement for any Guarantor(s) of this Lease and the Guarantor's financial statements for the previous two accounting years, and (c) such other financial information pertaining to Tenant or any Guarantor as Landlord or any lender or purchaser may reasonably request. All financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Tenant authorizes Landlord to obtain a credit report or credit history on Tenant from any credit reporting company from time to time without notice to Tenant.

34. **LENDER APPROVAL.** This Lease is contingent upon the approval of Landlord's mortgagee. Landlord may terminate this Lease if its mortgagee does not approve this Lease. Landlord shall not be liable to Tenant for any costs, damages, or expenses whatsoever if Landlord elects to terminate this Lease as provided in this article.

35. **OFAC.** Neither Tenant nor any of Tenant's affiliates, nor any individual, entity or organization holding any material ownership interest in the Tenant, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Lease, is or will be (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals" ("SDNs") or "blocked persons" (each a "**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) any U.S. anti-money laundering law, (ii) the Foreign Corrupt Practices Act, (iii) the U.S. mail and wire fraud statutes, (iv) the Travel Act, (v) any similar or successor statutes, or (vi) any regulations promulgated under the foregoing statutes. If at any time this representation becomes false then it shall be considered a default under this Lease and Landlord shall have the right to exercise all of the remedies set forth in this Lease including, without limitation, immediate termination of this Lease. Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) incurred by Landlord arising from or related to any breach or violation of the foregoing representations and obligations. These indemnity obligations shall survive the expiration or earlier termination of this Lease.

36. **FURTHER DEVELOPMENT OF THE PROJECT.** Landlord may, from time to time, but shall have no obligation to, further develop the Project by, among other things, construction of additions to the Building or additional buildings, structures, or other improvements and facilities in or on the Project, the Common Areas, or adjoining or near the Project, and make alterations and additions to them, rearrangements, sale or subdivision of them, or demolish parts of them (including any annex or separate buildings), and which may be for uses such as but not limited to, office, hotel, retail, residential, entertainment, and other uses allowed by law and other variance or other land use approvals obtained by Landlord ("**Development Activities**"). Development Activities may include altering the present location of the Parking Areas in the Project and current parking arrangements, access and egress locations, including construction or replacement of surface parking lots, parking garages, multiple deck, elevated, or underground parking facilities and requiring Tenant to utilize temporary parking or valet service provided by Landlord during construction. Tenant shall have no right to light or air space surrounding the Premises and Landlord may construct improvements on any contiguous or surrounding property. Tenant acknowledges that Development Activities may cause inconvenience such as noise, dust, vibration, odors, traffic, disruption of the Common Areas and portions of the Project outside of the Building, interference with Parking Areas, and the presence of construction vehicles, equipment, and workers. Tenant acknowledges that these disruptions shall not constitute breaches of the covenant of quiet enjoyment or otherwise constitute defaults by Landlord under this Lease or afford Tenant any rights of any type or nature against Landlord. In exercising its rights under this section, Landlord shall use commercially reasonable efforts to minimize material and adverse interference with (i) Tenant's ability to reasonably access the Premises, (ii) the number of parking spaces required to be provided

to Tenant however or wherever provided, (iii) Tenant's ability to operate its business operations in the Premises, and (iv) the services that Landlord is required to provide to Tenant under this Lease. None of the Development Activities shall constitute or be considered a breach of Landlord's obligations, an eviction or disturbance of Tenant's quiet enjoyment and possession of the Premises, or impose any liability or damages of any kind upon Landlord. In the event Landlord subdivides the property consisting of the Project as of the Date of this Lease and from time to time, the definition of Project and related legal description for purposes of this Lease may be equitably modified accordingly in Landlord's reasonable discretion.

37. GENERAL PROVISIONS.

37.1 **Miscellaneous.** The word or words (a) "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed; (b) "or" is used in the inclusive sense of "and/or"; (c) "will" and "shall" are intended to express mandatory actions and may be used interchangeably with no difference of meaning or intent for purposes of this Lease; (d) "good faith" has the meaning set forth in the Uniform Commercial Code, as adopted in the State of Florida as of the Date of this Lease; (e) "commercially reasonable efforts" will not include any obligation to institute or threaten legal proceedings, to declare or threaten to declare any person in default, to incur any liabilities, to expend any monies (other than customary telephone, printing, copying, delivery, and similar expenses), or to cause any other person to do any of the foregoing; (f) "any" means "any and all"; and (g) the two words in each of the following pairs of words (whether used in the singular or the plural) will be deemed to have the same meanings, which will encompass any meaning attributable to either word: "approval" and "consent"; "breach" and "default"; "cost" and "expense"; and "true" and "correct". Except as otherwise provided in this Lease, any approval or consent to be given by a party under this Lease must be in writing (which may be by email) to be effective and may not be unreasonably withheld, conditioned, or delayed or charged for. If under this Lease a consent or approval may be given in the sole discretion of a party that will mean that the approval or consent may be given or withheld in the sole and absolute discretion of such party, for any reason or no reason. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement signed and delivered by the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. This transaction may be conducted, and this Lease may be delivered, by electronic means, and Landlord and Tenant will be bound by the signatures (whether original or electronic) contained in this Lease. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided in this Lease, the successors and assigns of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease. Any action brought under or with respect to this Lease must be brought in a court having jurisdiction located in the County in which the Premises is located which shall be the exclusive jurisdiction and venue for litigation concerning this Lease. Neither this Lease nor any memorandum or other notice of this Lease, including a SNDA, may be recorded in any public records.

37.2 **Radon Gas.** The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

37.3 **Exhibits.** All exhibits, riders, and addenda attached to this Lease shall, by this reference, be incorporated into this Lease. The following exhibits are attached to this Lease:

EXHIBIT "A"	—	Legal Description of the Project
EXHIBIT "B"	—	Location of Premises
EXHIBIT "C"	—	Guaranty
EXHIBIT "D"	—	Rules and Regulations
EXHIBIT "E"	—	Tenant Improvements

38. **UBTI PROVISIONS.** It is intended that all Rent payable to Landlord under this Lease shall qualify as "rents from real property" within the meaning of Section 512(b) (3) of the Internal Revenue Code of 1986, as amended (the "Code") and the Department of the U.S. Treasury Regulations promulgated thereunder (the "Regulations"). Should the Code or the Regulations, or interpretations of either by the Internal Revenue Service in revenue rulings or other similar public pronouncements, be changed so that

any rent under this Lease no longer qualifies as “rents from real property” for purposes of Section 512(b) (3) of the Code and Regulations, or any successor provision, then Rent shall be adjusted in any manner Landlord may require so that it will so qualify. Any adjustments required under this article shall be made so as to produce the equivalent (in economic terms) Rent as payable before the adjustment and shall not increase Tenant’s monetary obligations as originally provided in this Lease or decrease Tenant’s rights under this Lease or result in any other adverse impact on Tenant, financial or otherwise. The parties shall execute and deliver any further instrument as may be reasonably required by Landlord in order to give effect to these provisions, which may include an assignment of this Lease to an affiliate of Landlord. Without limiting Landlord’s right to withhold its consent to any transfer by Tenant, and regardless of whether Landlord shall have consented to any such transfer, neither Tenant nor any other person having an interest in the possession, use, or occupancy of any portion of the Premises shall enter into any lease, sublease, license, concession, assignment, or other transfer or agreement for possession, use, or occupancy of all or any portion of the Premises which provides for rental or other payment for such use, occupancy, or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used, or occupied, and any such purported lease, sublease, license, concession, assignment, or other transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the Premises. There shall be no deduction from the rental payable under any sublease or other transfer nor from the amount of the rental passed on to any person or entity, for any expenses or costs related in any way to the subleasing or transfer of such space

39. **GUARANTY.** Payment of all Rents and charges and the performance of all covenants of Tenant contained in this Lease are guaranteed by the Guarantor(s) under the Guaranty that is attached as an exhibit to this Lease. The Guaranty is a part of this Lease and Tenant agrees to be bound by the terms of the Guaranty that relate to this Lease. The execution and delivery to Landlord of the Guaranty together with Tenant’s execution and delivery of this Lease is a condition to the effectiveness of and Landlord’s obligations under this Lease.

40. **CONSTRUCTION; MERGER.** THIS LEASE HAS BEEN NEGOTIATED “AT ARM’S-LENGTH” BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE SHALL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

41. **NO RELIANCE.** EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

42. **INCONTESTABILITY.** THE PARTIES WAIVE AND RELEASE ALL CLAIMS AND CAUSES OF ACTION FOR FRAUD IN THE INDUCEMENT OR PROCUREMENT OF THIS LEASE IT BEING THEIR INTENT THAT THIS LEASE BE INCONTESTABLE ON ACCOUNT OF ANY CLAIM OF FRAUD, OR FOR ANY OTHER REASON. THE FOREGOING WAIVER AND RELEASE IS MADE BY EACH PARTY IN CONSIDERATION OF THE PARTY’S RECIPROCAL WAIVER AND RELEASE.

43. **JURY WAIVER; COUNTERCLAIMS.** LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PROJECT. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

[SIGNATURES ON NEXT PAGE]

Landlord and Tenant are signing this Lease as of the Date of this Lease.

LANDLORD:

CP BOCA PLAZA LLC, a Delaware limited liability company

By: John Osborne
Name: John Osborne
Title: Authorized Signatory

Date Executed: December 26, 2024

TENANT:

SOLOXIX HOLDINGS LLC, a Louisiana limited liability company

By: [Signature]
Name: Devin Bradman
Title: President

Date Executed: December 17, 2024

Tenant's Taxpayer Identification Number: 33-1298903

EXHIBIT "A"

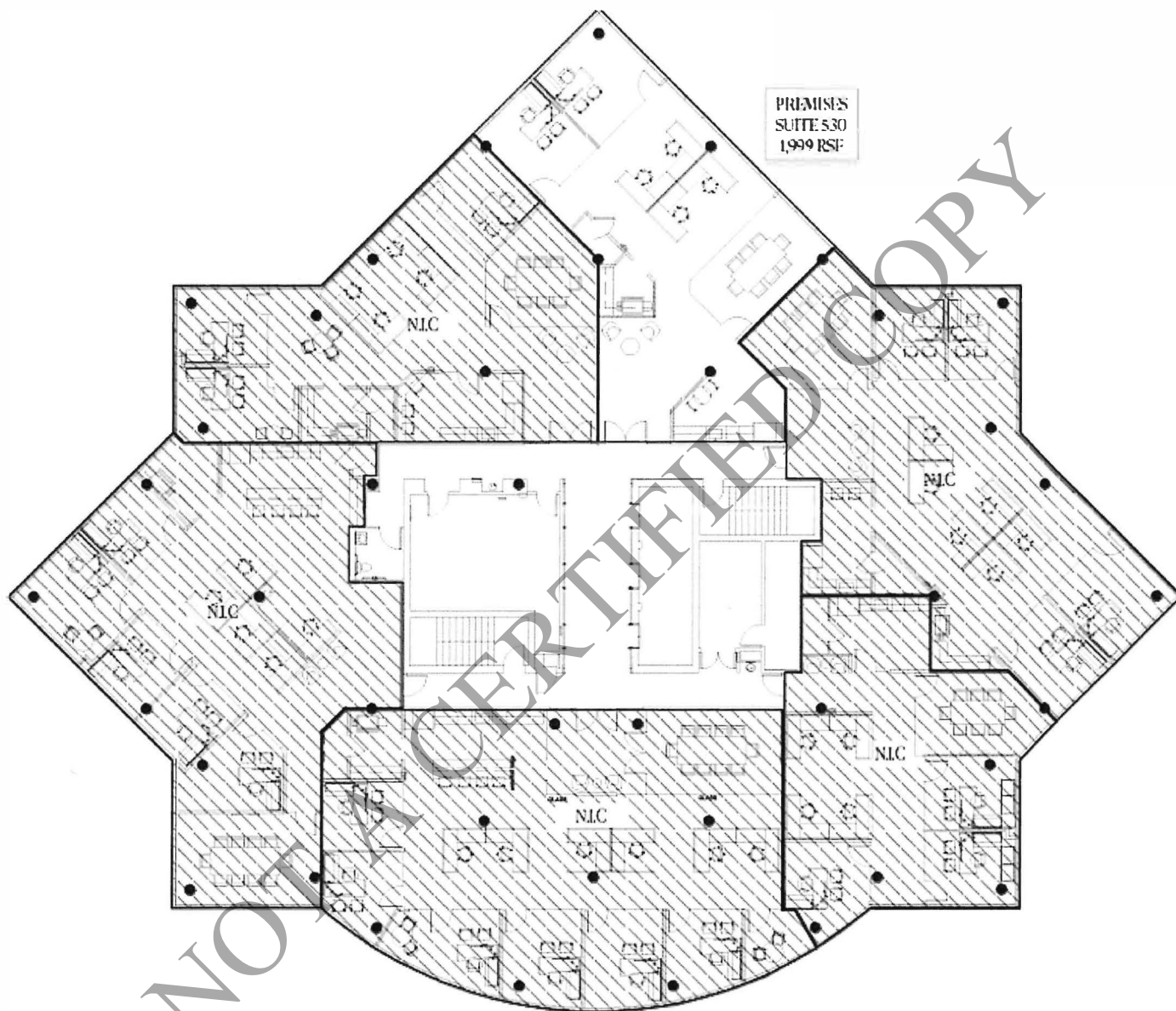
LEGAL DESCRIPTION OF THE PROJECT

Unit 1, of Two Town Center Land Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 32652, Page 728, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

LOCATION OF PREMISES



The above plan is diagrammatic only and intended to show the general location of the Premises, and is not a representation by Landlord as to any other improvements or tenants shown any of which may change from time to time.

EXHIBIT "C"

GUARANTY

THIS IS A GENERAL GUARANTY WHICH IS ENFORCEABLE BY THE LANDLORD, ITS SUCCESSORS AND ASSIGNS. THIS IS ALSO AN ABSOLUTE AND UNCONDITIONAL GUARANTY.

The undersigned (the "**Guarantor**") absolutely and unconditionally guaranties the prompt and full payment, performance and observance by SOLONIX HOLDINGS LLC, a Florida limited liability company (the "**Tenant**"), and by its legal representatives, successors, and assigns, of (a) all obligations to pay Rent and all other sums and charges payable by Tenant under that certain Office Lease to which this Guaranty or a form of this Guaranty is attached as an exhibit (the "**Lease**"), between CP BOCA PLAZA LLC, a Delaware limited liability company (the "**Landlord**"), and Tenant for Suite 530 at Two Town Center, 5355 Town Center Road, Boca Raton, Florida 33486, and (b) the full performance and observance of all of the covenants, terms, conditions, and agreements provided to be performed and observed by Tenant under the Lease, whether before, during, or after the Lease Term. Guarantor represents and warrants that he/she/it has a direct financial interest in Tenant and that he/she/it has received substantial consideration in exchange for making this Guaranty. Capitalized terms not otherwise defined in this Guaranty shall have the meanings ascribed to such terms in the Lease.

This is an absolute and unconditional guaranty of payment and of performance and not collection and Landlord may proceed directly against Guarantor without first proceeding with any remedies against Tenant. This Guaranty shall not be impaired by, and Guarantor consents to, any modification, supplement, extension, or amendment of the Lease, or release of the Tenant to which the parties to the Lease may hereafter agree. Presentment, notice, and demand on Tenant or Guarantor and subsequent dishonor are not conditions to proceeding against Guarantor and are hereby waived by Guarantor. Landlord's rights and remedies as to Guarantor under this Guaranty are distinct and separate from, and cumulative to, Landlord's rights and remedies as to Tenant under the Lease and no exercise or partial exercise of any such right or remedy under the Lease or under this Guaranty shall be in exclusion of or a waiver of any other rights or remedies under either document.

Until all the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

In connection with any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner based on or relating to this Guaranty, including tort actions and actions for injunctive, declaratory, and provisional relief, the prevailing party shall be entitled to recover actual attorneys' (excluding in-house attorneys'), paralegals', and legal assistants' fees and disbursements (including disbursements which would not otherwise be taxable as costs in the proceeding), and expert witness fees, including fees for litigating the entitlement to or amount of fees or costs owed under this provision, and fees in connection with bankruptcy, appellate, or collection proceedings.

Any legal action or proceeding arising out of or in any way connected with this Guaranty shall only be instituted in a court (federal or state) located in the county in which the Premises are located, which shall be the exclusive jurisdiction and venue for litigation concerning this Guaranty. Landlord and Guarantor shall be subject to the jurisdiction of those courts. The execution of this Guaranty and performance of its obligations by Guarantor, for purposes of personal or long-arm jurisdiction, constitutes doing business in the State of Florida under Section 48.193, Florida Statutes. In addition, Landlord and Guarantor waive any objection that they may now or hereafter have to the laying of venue of any action or proceeding in those courts, and further waive the right to plead or claim that any action or proceeding brought in any of those courts has been brought in an inconvenient forum. All payments to be made by Guarantor under this Guaranty shall be payable at Landlord's office at CP BOCA PLAZA LLC, c/o CP Property Management LLC, 5355 Town Center Road, Suite 350, Boca Raton, Florida 33486.

This Guaranty is a continuing guaranty that shall be effective before the commencement of the Lease Term and shall remain effective following the Lease Term as to any surviving provisions that remain effective after the termination of the Lease. Guarantor's obligations under this Guaranty shall also continue in full force and effect after any transfer of the Tenant's interest under the Lease, during any renewals or extensions of the Lease Term, and during any holdover by Tenant after expiration of the Lease Term.

The liability of Guarantor under this Guaranty shall in no way be affected, modified, or diminished by reason of any of the following, regardless of whether Guarantor receives notice of them, all of which notices Guarantor expressly waives: (a) any assignment, transfer, renewal, modification, amendment, or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants, and conditions of the Lease by Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to Tenant, or (d) any consent, release, indulgence, or other action, inaction, or omission under or in respect of the Lease, or (e) any dealings, or transactions, or matters between Landlord and Tenant that may cause the Lease to terminate, including without limitation, any adjustment, compromise, deferral, waiver, settlement, accord and satisfaction, or release of Tenant's obligations under the Lease, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship, or similar proceeding affecting Tenant, or the rejection or disaffirmance of the Lease in any proceedings, or any cap on Landlord's claim against Tenant in any such proceedings, whether or not notice of the proceedings is given to Guarantor. Further, Guarantor waives all defenses to its obligations under this Guaranty based on any delay between the effective date of the Lease and the date of Guarantor's execution of this Guaranty, including the defense of lack of consideration, and Guarantor agrees that, notwithstanding any such delay, Guarantor has received sufficient consideration for its execution of this Guaranty, the delivery of which is a condition to Landlord's obligations under the Lease.

For purposes of this Guaranty, on a default by Tenant under the Lease the entire balance of all Rent due under the Lease for the remainder of the Lease Term may be declared to be forthwith due and payable as provided in the Lease notwithstanding any stay, injunction, or other prohibition preventing a similar declaration as against Tenant and, in the event of any such declaration by Landlord, all of the obligations (whether or not due and payable by Tenant) shall forthwith become due and payable by Guarantor under this Guaranty.

If Landlord assigns the Lease or sells the Building, Landlord may assign this Guaranty to the assignee or transferee, who shall thereupon succeed to the rights of Landlord under this Guaranty to the same extent as if the assignee were the original named Landlord in this Guaranty, and the same rights shall accrue to each subsequent assignee of this Guaranty. If Tenant assigns the Lease or sublets the Premises, the obligations of the Guarantor under this Guaranty shall remain in full force and effect.

From time to time, Guarantor, on not less than five days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to Landlord and any mortgagee or prospective mortgagee or purchaser of the Building. In addition, if requested, Guarantor shall provide any financial information concerning Guarantor that may be reasonably requested by any mortgagee or prospective mortgagee or purchaser of the Building.

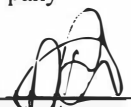
If there is more than one Guarantor, the liability of each Guarantor shall be joint and several with all other Guarantors.

Guarantor authorizes Landlord, in Landlord's discretion, to obtain from time to time credit reports and information regarding Guarantor.

LANDLORD AND GUARANTOR KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY AND THE LEASE.

GUARANTOR:

DYLO DIAGNOSTICS, LLC, a Florida limited liability company

By: 
Name: Devin Brodman
Title: President
Dated: December 17, 2024

Guarantor's address:

GUARANTOR:

COVALENT LABORATORIES, LLC, a Louisiana limited liability company

By: 
Name: Devin Brodman
Title: President
Dated: December 17, 2024

Guarantor's address:

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of December, 2024 by Devin Brodman, as President of DYLO DIAGNOSTICS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced drivers license as identification.

OFFICIAL NOTARIAL SEAL:



JONATHAN ELFENBEIN
Commission # HH 379737
Expires July 21, 2027

Jon Elf
Jonathan Elfенbein
(type, print, or stamp name)

NOTARY PUBLIC, State of Florida
My commission expires: 7/21/27
Commission No. HH 379737
Serial No. _____

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of December, 2024 by Devin Brodman, as President of COVALENT LABORATORIES, LLC, a Louisiana limited liability company, on behalf of the Company, who is personally known to me or who has produced _____ as identification.

OFFICIAL NOTARIAL SEAL:



JONATHAN ELFENBEIN
Commission # HH 379737
Expires July 21, 2027

Jon Elf
Jonathan Elfенbein
(type, print, or stamp name)

NOTARY PUBLIC, State of Florida
My commission expires: 7/21/27
Commission No. HH 379737
Serial No. _____

EXHIBIT "D"

RULES AND REGULATIONS

1. The sidewalks and public portions of the Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by the Tenant Parties nor shall they be used for any purpose other than ingress and egress to and from the Premises.
2. No awnings or other projections shall be attached to the outside walls of the Project. No curtains, blinds, shades, louvered openings, or screens or anything else which may be visible from outside the Building shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Project.
3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Project or on corridor walls or doors or mounted on the inside of any windows or within the interior of the Premises, if visible from the exterior of the Premises. Signs on any entrance door or doors shall conform to Project standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord.
4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Project shall not be covered or obstructed by the Tenant Parties. No bottles, parcels, or other articles shall be placed outside of the Premises.
5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Project, nor placed in the public halls, corridors, or vestibules.
6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, or invitees, shall have caused the damages.
7. No animals of any kind (except dogs recognized as service animals under applicable law that are individually trained to do work or perform tasks for people with disabilities) shall be brought on the Premises or Project.
8. The Premises shall not be used for cooking, except that use by Tenant of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate, and similar beverages and a microwave oven for food warming shall be permitted, provided that such equipment and use is in accordance with all applicable governmental requirements. Except for standard residential type refrigerator and microwave oven, no refrigeration or heating equipment may be placed inside the Premises without the prior written consent of Landlord in each instance. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or permeate from the Premises.
9. No office space in the Project shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods, or property of any kind.
10. Tenant shall not make or permit to be made any unseemly or disturbing noises, radio frequency or electromagnetic, or radio interference, or vibrations, or disturb, harass, or interfere with occupants of the Project or neighboring premises or those having business with them, or Landlord's agents or employees, or interfere with equipment of Landlord or occupants of the Project, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, or in any other way, including use of any wireless device or equipment. Tenant shall not throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Project.
11. The Tenant Parties shall not at any time bring or keep on the Premises any firearms, inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of biodegradable cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable laws.
12. Landlord shall, at Tenant's expense, have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes

be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

13. All deliveries, removals, or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of Landlord and then only in approved areas, through the approved loading/service area doors, using the freight elevator only, during approved hours, and otherwise in accordance with Landlord's requirements. Tenant shall assume all liability and risk concerning these movements. All hand trucks must be equipped with rubber tires and side guards. Landlord may restrict the location where heavy or bulky matters may be placed inside the Premises. Landlord reserves the right to inspect all freight to be brought into the Project and to exclude all freight that can or may violate any of these Rules and Regulations or other provisions of this Lease.

14. Tenant shall not, unless otherwise approved by Landlord in its sole and absolute discretion, occupy or permit any portion of the Premises demised to it to be occupied as, by, or for a public stenographer or typist, barber shop, bootblackening, beauty shop or manicuring, beauty parlor, telephone agency, telephone or secretarial service, messenger service, travel or tourist agency, a personnel or employment agency, restaurant or bar, commercial document reproduction or offset printing service, ATM or similar machines, retail, wholesale, or discount shop for sale of merchandise or food, retail service shop, labor union, school, classroom, or training facility, an entertainment, sports, or recreation facility, dance or music studio, an office or facility of a foreign consulate or any other form of governmental or quasi-governmental bureau, department, or agency, including an autonomous governmental corporation, a place of public assembly (including a meeting center, theater, or public forum), a facility for the provision of social welfare or clinical health services, a medical or health care office of any kind, a telemarketing facility, a customer service call center, a firm the principal business of which is real estate brokerage, the operation of a business, the purpose of which is to provide to unrelated third parties for sublease or license a flexible workplace center consisting primarily of executive and general office suites and shared office workplaces, a public finance (personal loan) business, or manufacturing, or any other use that would, in Landlord's reasonable opinion, impair the reputation or quality of the Project, overburden any of the Building systems, Common Areas, or Parking Areas (including any use that would create a population density in the Premises which is in excess of the density which is standard for the Building), impair Landlord's efforts to lease space or otherwise interfere with the operation of the Project, unless Tenant's Lease expressly grants permission to do so. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices that are for the sole and exclusive use of Tenant's employees, and then only if operation of the machines or devices does not violate the lease of any other tenant of the Project.

15. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Project or its desirability as a building for offices, and on notice from Landlord, Tenant shall discontinue the advertising.

16. Landlord reserves the right to exclude from the Project all persons who do not present a pass to the Project on a form or card approved by Landlord or other identification documentation required by Landlord. Tenant shall be responsible for all its Parties who have been issued a pass at the request of Tenant and shall be liable to Landlord for all acts of those persons.

17. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

18. If Tenant desires for Landlord (or any employees of Landlord) to perform any maintenance or service which is otherwise required to be performed by Tenant pursuant to the terms of the Lease, then such maintenance will be attended to by Landlord only on application at Landlord's management office for the Project; it being understood that Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of Landlord.

19. Canvassing, soliciting, and peddling within the Project is prohibited and Tenant shall cooperate to prevent such activities.

20. In order to obtain maximum effectiveness of the cooling system, Tenant shall lower and/or close Venetian or vertical blinds, shades or drapes when the sun's rays fall directly on the exterior windows of the Premises.

21. If, in Landlord's reasonable opinion, the replacement of ceiling tiles becomes necessary after they have been removed on behalf of Tenant by telecommunications company installers or others (in both the Premises and the public corridors), the cost of replacements shall be charged to Tenant on a per-tile basis.

22. All paneling or other wood products not considered furniture that Tenant shall install in the Premises shall be of fire-retardant materials. Before the installation of these materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of the materials' fire-retardant characteristics.

23. The Tenant Parties shall not be permitted to occupy at any one time more than the number of parking spaces in the Parking Areas permitted in the Lease (including any parking spaces reserved exclusively for Tenant). Usage of parking spaces shall be in common with all other tenants of the Project and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the safe and proper use of parking spaces that Landlord may prescribe. Tenant Parties shall abide by all posted roadway signs in and about the Parking Areas. Landlord shall have the right, but not the obligation, to tow or otherwise remove vehicles of the Tenant Parties that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of the Tenant Parties. Tenant acknowledges that reserved parking spaces, if any, shall only be reserved during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Legal Holidays excluded. Parking spaces may be used for the parking of passenger vehicles only and shall not be used for parking commercial vehicles or trucks (except sports utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, or trailers. No parking space may be used for the storage of equipment or other personal property. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Project or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Overnight parking in the Parking Areas is prohibited. Landlord, in Landlord's sole and absolute discretion, may establish from time to time a parking decal or pass card system, security check-in, or other reasonable mechanism to restrict parking in the Parking Areas. Landlord reserves the right to charge Tenant an administrative fee of \$50.00 per violation of the foregoing rules.

24. All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by Landlord.

25. Tenant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clear of these items. Tenant shall provide convenient and adequate receptacles for the collection of standard items of trash and shall facilitate the removal of trash by Landlord. Tenant shall ensure that liquids are not disposed of in the receptacles.

26. Landlord shall not be responsible for lost or stolen personal property, equipment, or money occurring anywhere on the Project, regardless of how or when the loss occurs.

27. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business in any public areas.

28. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities, or any part or appurtenance of the Premises.

29. Tenant agrees and fully understands that the overall aesthetic appearance of the Project is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or anything else in the Premises that is visible from outside the Premises. Landlord's control over the visual aesthetics shall be complete and arbitrary.

30. Tenant shall not install, operate, or maintain in the Premises or in any other area, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system

beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Project. Tenant shall not use any portable cooling or heating equipment in the Premises, including the use of any portable electronic or gas heating devices. Landlord shall have the right to require the use of only "Energy Star" appliances in the Premises, if available.

31. Smoking is not permitted anywhere on or about the Project. Tenant agrees to comply in all respects with Landlord's prohibition of smoking and to enforce compliance against its employees, agents, invitees and other persons under the control and supervision of Tenant. "Smoking" means inhaling, exhaling, vaping, burning, or carrying any lighted cigar, cigarette, pipe, or other smoking or nicotine delivery system or equipment or device in any manner or form, whether electronic or otherwise.

32. Tenant shall not allow the Premises to be occupied by more than five persons per 1,000 square feet of Rentable Area.

33. Tenant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor or outdoor sources, or both, or emission of biological contaminants. Tenant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds ["VOCs"]) in the Premises or VOCs at levels incompatible with Landlord's green certification or similar requirements, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents) and excess VOC levels.

34. Tenant shall comply with any recycling programs for the Project implemented by Landlord from time to time.

35. Tenant shall not obtain for use in the Premises ice, drinking water, towel, barbering, bootblackening, floor polishing, lighting maintenance, cleaning, or other similar services from any persons not authorized by Landlord in writing to furnish the services.

36. Tenant shall require that in any cleaning or maintenance of the Premises directly contracted by Tenant (and approved by Landlord), the contractor shall use cleaning products certified in accordance with Landlord's Sustainability Guidelines, and at a minimum EcoLogo™, Green Seal™. Landlord reserves the right to approve, acting reasonably, any such tenant cleaning contracts, but without liability. Tenant shall require that any cleaning contracts entered into by Tenant directly require the cleaning contractor to comply with elements of Landlord's Sustainability Guidelines applicable to it, and ensure that the contractor is properly trained on the maintenance of specialized green facilities, such as waterless urinals. In addition, Landlord may require Tenant to provide product data sheets and MSDS or equivalent documents for all cleaning products to be used within the Premises.

37. Tenant shall not place a load on any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry. Landlord reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, that in the opinion of Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

38. All contractors performing work to the structure or systems of the Project must be approved by Landlord.

39. Tenant shall comply with all rules and regulations imposed by Landlord as to any messenger center Landlord may establish for the Project and as to the delivery of letters, packages, and other items to the Premises by messengers.

40. Landlord reserves the right to grant or deny access to the Project to any telecommunications service provider that is not currently serving the Project. Access to the Project by any telecommunications service provider (unless through Landlord's current Building telecommunications provider's lines) shall be governed by the terms of Landlord's standard telecommunications license agreement and access fees, which must be executed and delivered to Landlord by such provider before it is allowed any access whatsoever to the Project.

41. No vinyl wall covering may be installed on any interior side of any wall which comprises an exterior wall of the Building, unless the wall covering was manufactured using a micro-venting procedure having no less than 140 needle/venting holes per square inch, and Tenant shall provide a letter from the wall covering manufacturer confirming such process.

42. Tenant may install a wireless data or communications system (or similar system) ("Wi-Fi Network") for intranet, internet, or other communications purposes within the Premises. Such Wi-Fi Network shall not interfere with the use or operation of any other space within the Project, including the operations of any tenant, licensee, concessionaire, or other occupant of the Building.

Landlord shall have the sole right to determine if Tenant's Wi-Fi Network is causing interference. Should any interference occur, Tenant shall take all necessary steps as soon as commercially practicable and no later than five days following such occurrence to correct the interference. If such interference continues after such five day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord's satisfaction. Tenant shall limit Wi-Fi Network use solely to Tenant's employees, agents, and invitees within the Premises. Tenant shall indemnify, hold harmless, and defend Landlord (except for matters directly resulting from Landlord's negligence or willful misconduct) against all claims, losses, or liabilities arising as a result of Tenant's use or construction of any Wi-Fi Network. Tenant acknowledges that Landlord has granted and/or may grant leases, licenses, or other rights to operate a Wi-Fi Network to other tenants and occupants of the Project and to telecommunication service providers.

43. All wiring, cabling, or conduit and/or cable bundles installed in the Premises or the Building by or at the request of Tenant shall: (a) be plenum rated and/or have a composition suited for its use in accordance with NFPA 70/National Electrical Code; (b) be "low combustible" cable or wiring, as applicable; (c) be labeled with Tenant's name and the use to which such wiring or cabling, as applicable, is being put every 30 linear feet (and at the point of origination and destination as well) in order to identify such cabling or wiring as belonging to Tenant; (d) be installed in accordance with, and comply with the requirements of, the EIA/TIA standards, the National Electric Code, and any other fire and safety codes applicable to the Building; and (e) be installed and routed in accordance with a routing plan, approved in writing by Landlord, prior to installation, showing "as built" or "as installed" configurations or cable pathways, outlet identification numbers, locations of all wall, ceiling, and floor penetrations, riser cable routing, and conduit routing if applicable. All vertical wiring shall be installed within conduits.

44. Tenant Parties shall comply with all procedures required by Landlord related to the health, safety, and welfare of all occupants of the Project, including cleanliness of the Premises, exercising good hand hygiene, maintaining appropriate distances among persons, wearing proper face masks and gloves, consenting to temperature checks, and completing questionnaires regarding potential exposure to communicable diseases to avoid the spread of communicable diseases, and all federal, state, and local laws related to the foregoing.

45. Landlord may, on request by any tenant, waive compliance by the tenant with any of the Rules and Regulations provided that (a) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (b) a waiver shall not relieve the tenant from the obligation to comply with the rule or regulation in the future unless expressly consented to by Landlord, and (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations unless the other tenant has received a similar waiver in writing from Landlord.

46. Whenever these Rules and Regulations directly conflict with any of the rights or obligations of Tenant under this Lease, this Lease shall govern.

EXHIBIT "E"

TENANT IMPROVEMENTS

1. **Condition of Premises.** Landlord has made no representation or promise as to the condition of the Premises. Landlord shall not perform any alterations, additions, or improvements in order to make the Premises suitable and ready for occupancy and use by Tenant. Tenant has inspected the Premises, is fully familiar with the physical condition of the Premises, and shall accept the Premises in its "as-is," "where-is," condition without any warranty, express or implied, or representation as to fitness or suitability. Landlord shall not be liable for, and Tenant waives and releases Landlord from all claims arising out of or relating to, any latent or patent defect in the Premises.

2. **Tenant Improvements.** Notwithstanding the foregoing, Landlord shall remove the wall that is currently between the two offices on the window line, at Landlord's cost (the wall header will be left in place), using Building Standard methods and materials (the "Tenant Improvements").

3. **Ongoing Work.** In order to accommodate Tenant, Tenant shall be given possession of the Premises on the Commencement Date notwithstanding the fact that the Tenant Improvements may not have been completed by such date. Accordingly, Tenant agrees to the following: (a) the use of the Premises by Tenant prior to completion of the Tenant Improvements shall be at Tenant's sole risk, (b) Landlord shall not be liable for, and Tenant shall have no claims against Landlord as to, any damages, costs, or expenses whatsoever relating in any way to the prosecution of the Tenant Improvements while the Tenant is in occupancy of the Premises, including, but not limited to, any alleged consequential, special, or punitive damages, or loss of use or business interruption damages of any kind, (c) no entry or activity by Landlord or performance of Tenant Improvements in the Premises shall be deemed to be a constructive or actual eviction or entitle Tenant to any claims of any kind against Landlord relating to such entries or activities, or be deemed to be a breach of any obligation of Landlord under the Lease, including, but not limited to, the covenant of quiet enjoyment, (d) Tenant will cooperate fully with Landlord and its employees, agents, and contractors performing the Tenant Improvements and will not delay, hamper, or impede in any manner the performance of the work, and (e) at all times, Tenant shall grant access to the Premises to Landlord, its employees, agents, and contractors relating to Landlord's performance of the Tenant Improvements in the Premises. Without limiting Tenant's obligations, Tenant will relocate personnel from portions of the Premises where work is being performed and will otherwise accommodate all requests of Landlord and its employees, agents, and contractors relating to prosecution of the Tenant Improvements.

LIMITED LIABILITY COMPANY RESOLUTIONS

The undersigned President of COVALENT LABORATORIES, LLC, a Louisiana limited liability company (the “Company”), hereby certifies that the following is a true and correct copy of Resolutions adopted at a duly called meeting of the Members and Managers of the Company held on December 17, 2024, at which a quorum of Members and Managers was present and voting throughout:

“BE IT RESOLVED that the Company enter into a lease (the “Lease”) with CP BOCA PLAZA LLC, a Delaware limited liability company (“Landlord”), for Suite 530 in Two Town Center, 5355 Town Center Road, Boca Raton, Florida 33486.

BE IT FURTHER RESOLVED that the Manager or any Member of the Company, acting singly or together, be and hereby is and are authorized and directed to negotiate the specific terms and conditions of the Lease and the Rent and charges in connection therewith and to execute and deliver on behalf of the Company the Lease, security agreements, financing statements, certificates, estoppels, subordination, attornment, and non-disturbance agreements, and such other documents as may be necessary or required by Landlord with respect to the Lease.

BE IT FURTHER RESOLVED that the foregoing Resolutions are in conformity with the Articles of Organization and the Operating Agreement of the Company, and are within its powers. The authority given under these Resolutions shall be deemed retroactive to the extent necessary or convenient for the full effectuation of these Resolutions. In such event, all acts performed before the adoption of these Resolutions, but which are necessary or convenient for the full effectuation of these Resolutions, are hereby ratified, adopted, and affirmed. The authority conferred by these Resolutions shall continue in full force and effect until actual written notice of revocation of these Resolutions shall have been received by the Landlord.”

I FURTHER CERTIFY (i) that the above Resolutions were duly and regularly enacted at a meeting of the Members and Managers called for that purpose and held in accordance with the Articles of Organization and Operating Agreement of the Company and the statutes of the State of Louisiana; (ii) that the Manager(s) of the Company have full power and authority to bind the Company pursuant thereto; and (iii) that the Resolutions are in full force and effect and have not been altered, modified, or rescinded in any way.

IN WITNESS WHEREOF, I have affixed my name as President of the Company this 17 day of December, 2024.



Exhibit B

NOT A CERTIFIED COPY



KENDALL BENNETT
ATTORNEY AT LAW
Shutts & Bowen LLP
1100 CityPlace Tower
525 Okeechobee Boulevard
West Palm Beach, Florida 33401
DIRECT (561) 671-5826
FAX (561) 822-5507
EMAIL KBennett@shutts.com

August 15, 2025

VIA FEDEX

SOLONIX HOLDINGS LLC
Attn.: Devin Brodman
5355 Town Center Road, Suite 530
Boca Raton, Florida 33486

VIA FEDEX

DYLO DIAGNOSTICS, LLC, Guarantor
Attn.: Devin Brodman
7601 N. Federal Highway, Suite A 125
Boca Raton, Florida 33487

VIA FEDEX

COVALENT LABORATORIES, LLC, Guarantor
Attn.: Devin Brodman
8000 Innovation Park Dr
Building 3100, Room 199
Baton Rouge, LA 70820

**Re: Lease between CP BOCA PLAZA LLC and SOLONIX HOLDINGS
LLC for Suite No. 530, 5355 Town Center Road, Boca Raton, Florida
33486**

NOTICE OF DEFAULT, DEMAND TO CURE AND FOR ACCELERATION OF RENT

Dear Mr. Brodman:

This firm represents CP BOCA PLAZA LLC ("Landlord") in connection with the Office Lease dated December 26, 2024 between Landlord, as lessor, and SOLONIX HOLDINGS LLC ("Tenant"), as lessee, for Suite 530 at 5355 Town Center Road, Boca Raton, Florida 33486 (the "Premises").

Pursuant to Section 8.1 of the Lease, Tenant and Guarantor are in default of their obligations under the terms of the Lease for failure to pay Rent when due. As a result of Tenant and Guarantor's default, and pursuant to Section 22 of the Lease, Landlord applied Tenant's Security Deposit in the amount of \$36,953.26 to Tenant's past due balance. Landlord hereby demands replenishment of the Security Deposit in the amount of \$36,953.26 within five (5) days of this notice.

Additionally, as of the date of this notice and after applying Tenant's Security Deposit, the amount of Rent due and owing under the terms of the Lease is **\$10,876.24**. Rent continues to accrue on a monthly basis pursuant to the terms of the Lease, and Tenant and Guarantor are responsible

for all interest, late charges, and attorneys' fees under the Lease. Further, as a result of this default, Landlord is electing to exercise its option under Section 8.2 of the Lease to declare the balance of the unpaid rent for the entire rental term of the Lease to be accelerated and to be immediately due and payable.

Simultaneously with the sending of this correspondence, Landlord is causing to be served upon Tenant a Three (3) Day Notice of Default pursuant to the Lease and Section 83.20(2), Florida Statutes, a copy of which is enclosed for your reference (the "3 Day Notice"). The 3 Day Notice is a statutory prerequisite to Landlord commencing a legal action against Tenant to evict Tenant from the Premises. Tenant's failure to strictly comply with the demands set forth in the 3 Day Notice may result in Landlord commencing an eviction action against Tenant to regain possession of the Premises.

The only way to cure the default is to remit payment in the sum of **\$10,876.24** to Landlord, in the manner Rent payments are to be made under the terms of the Lease, within three (3) days of receipt of this Notice. No payment by Tenant or Guarantor, or receipt by Landlord, of a lesser amount than the additional rent specified above or otherwise actually owed under the terms of the Lease shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement of, or statement on, any check or any letter accompanying any check or payment of additional rent be deemed an accord and satisfaction.

Landlord may accept the check or partial payment without prejudice to Landlord's right to recover the balance of Rent or to pursue any other remedy and such receipt shall not be deemed to operate as a waiver of Landlord's rights under this notice to pursue damages, eviction, or any other remedies available to Landlord. Surrender of possession of the Premises does not excuse Tenant or Guarantor's failure to pay Rent under the terms of the Lease and will not avoid an action for recovery of Rent by Landlord against Tenant.

Landlord refuses to accept any relinquishment or surrender of the Premises. Any re-entry or retaking of possession of the Premises by Landlord shall be for and on behalf of Tenant, and Tenant and Guarantor shall remain liable to Landlord for any Rent or damages available under the Lease and applicable law.

This letter is not intended to be all inclusive and is not intended as a waiver of any other defaults by Tenant or Guarantor. Tenant and Guarantor should not construe this letter or any other action or inaction on the part of Landlord as an election of any remedies or as a waiver of any rights, claims, or defenses otherwise available to Landlord, all of which are reserved. Furthermore, Landlord may elect to resort to one or more of these rights and remedies at any time without further notice to Tenant or Guarantor.

Under Section 83.08(2), Florida Statutes, and pursuant to Section 13 of the Lease, Landlord has a landlord's lien on the Tenant's property usually kept on the Premises. Please be advised that Tenant may not remove any personal property subject to this lien from the Premises. Any such removal could be a violation of Sections 817.562 and 818.03, Florida Statutes. Both the Tenant

SOLONIX HOLDINGS LLC

August 15, 2025

Page 3

and any individuals personally involved in the removal of such property could be liable under these statutes for the civil and criminal penalties provided in them.

Landlord reserves the right to pursue all rights and remedies permitted under the Lease, at law, or equity as a result of Tenant and Guarantor's default. This correspondence is not a waiver of any other claims of Landlord against Tenant and Guarantor.

Sincerely,

Shutts & Bowen LLP

A handwritten signature in blue ink, appearing to read "Kendall H. Bennett", with a stylized flourish at the end.

Kendall H. Bennett

NOT A CERTIFIED COPY

**THREE (3) DAY NOTICE OF DEFAULT
PURSUANT TO FLA. STAT. §83.20(2)**

TO:

VIA FEDEX

SOLONIX HOLDINGS LLC

Attn.: Devin Brodman
5355 Town Center Road, Suite 530
Boca Raton, Florida 33486

VIA FEDEX:

DYLO DIAGNOSTICS, LLC, Guarantor

Attn.: Devin Brodman
7601 N. Federal Highway, Suite A 125
Boca Raton, Florida 33487

VIA FEDEX

COVALENT LABORATORIES, LLC, Guarantor

Attn.: Devin Brodman
8000 Innovation Park Dr
Building 3100, Room 199
Baton Rouge, LA 70820

FROM:

Kendall H. Bennett, Esq.

Shutts & Bowen LLP

As Agent for Landlord

CityPlace Tower

525 Okeechobee Blvd., Suite 1100

West Palm Beach, FL 33401

YOU ARE HEREBY NOTIFIED, pursuant to Section 83.20(2), Florida Statutes, that you are in default in the payment of Rent for the premises known as **Suite No. 530, 5355 Town Center Road, Boca Raton, Florida 33486** (the "Premises").

LANDLORD HEREBY DEMANDS PAYMENT OF ALL AMOUNTS DUE AT THIS TIME, WHICH TOTAL \$10,876.24 OR IMMEDIATE POSSESSION OF THE PREMISES, WITHIN THREE (3) BUSINESS DAYS FROM THE SERVICE OF THIS NOTICE UPON YOU

Delivery of possession of the Premises to the Landlord shall not constitute an acceptance of surrender or a termination of the Lease, and you shall remain fully liable under the Lease. Delivery of possession of the Premises to Landlord results only in Landlord possessing the Premises for Tenant's account and does not absolve Tenant of any rent obligations (including, without limitation, for accelerated rent) under the terms of the Lease.

All payments must be remitted to the address where Tenant is to make normal rent payments under the terms of the Lease. All payments made by Tenant pursuant to this Notice must

be **received by Landlord** within three (3) business days of service of this notice.

Your failure to either remit payment in the amount set forth above or deliver possession of the Premises to the undersigned within three (3) business days of service of this notice will result in Landlord commencing an eviction action for return of possession of the Premises against you.

Landlord reserves the right to pursue all rights and remedies permitted under the Lease, at law, or equity as a result of Tenant's default. This notice is not a waiver of any other claims of Landlord against Tenant.

Shutts & Bowen LLP
As Agent for Landlord,
CP Boca Plaza LLC



By: _____

Dated: August 15, 2025