

## LEASE

**THIS LEASE**, made as of the 26th day of May, 2022 by and between **Evolve Warehouse, LLC, a US Virgin Island limited liability company** ("Landlord"), and **CAT5 Builders, LLC, a USVI limited liability company** ("Tenant").

### WITNESSETH:

**FOR AND IN CONSIDERATION** of the mutual covenants and agreements contained in this Lease, the parties covenant and agree as follows:

1. BASIC LEASE PROVISIONS AND DEFINITIONS. The following capitalized terms whenever used in this Lease shall have the meanings set forth in this Section 1:
  - (a) Landlord: Evolve Warehouse LLC
  - (b) Tenant: CAT5 Builders LLC
  - (c) Trade Name: CAT5
  - (d) Landlord's Notice Address:  
  
Evolve Warehouse LLC  
c/o McKinley Commercial Services LLC  
320 North Main Street, Suite 200  
Ann Arbor, MI , USA 48104
  - (e) Landlord's Payment Address:  
  
Evolve Warehouse LLC  
c/o The Fred  
605 Strand St.  
Frederiksted, VI 00840
  - (f) Tenant's Mailing and E-Mail Address for Rent Statements:  
  
CAT5 Builders LLC  
c/o Donald A. Stevens  
5030 Anchor Way, Suite 13  
Christiansted, St. Croix VI 00820
  - (g) Tenant's Notice Address:  
  
CAT5 Builders LLC  
c/o Donald A. Stevens  
5030 Anchor Way, Suite 13  
Christiansted, St. Croix VI 00820
  - (h) Building: The two story masonry warehouse building located at 19 & 20 Prince Street, Frederiksted, Virgin Islands 00840 (the "Building").
  - (i) Premises: Having a mailing address of 20 Prince Street, Frederiksted, Virgin Islands 00840, such premises consisting of approximately 3,044 +/- square feet on the first floor. The

upper mezzanine is excluded from the Premises and Landlord shall retain exclusive rights to the use of and access to the upper mezzanine throughout the term of this Lease. Tenant acknowledges and accepts that Landlord will be accessing the upper mezzanine by entry from the Premises.

(j) Initial Term: Eighteen (18) months, plus the period (the "Pre-Base Rent Commencement Period") from the Commencement Date (as defined in Section 3) to the last day of the month in which the Base Rent Commencement Date (as defined in Section 4) occurs. Notwithstanding the foregoing, Landlord shall have a right to terminate this Lease, upon thirty (30) days prior written notice, if at any time during the term, the cost of any repair to be made by Landlord, in Landlord's sole determination, exceeds the remaining value of the agreed upon rent to be received by Landlord.

(k) Renewal Term: Intentionally omitted.

(l) Permitted Use: Tenant shall use the Premises for construction and storage of CAT5 building components and items/services directly related thereto and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

(m) Base Rent: Commencing on the Base Rent Commencement Date, Tenant shall pay Base Rent during the term of this Lease as set forth below:

LEASE TERM	MONTHLY BASE RENT	ANNUAL BASE RENT
09/15/22 – 02/29/24	\$2,333.33*	\$28,000.00
*Monthly Base Rent for September, 2022 will be prorated on a 30 day month basis.		

(n) Security Deposit: None. Section 4(c) and all references to the Security Deposit are inapplicable.

(o) Initial Tenant Charges: Intentionally omitted.

(p) Broker: Intentionally omitted.

(q) Guarantor: None. All references to the Guarantor(s) are inapplicable.

2. PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, subject to the terms and conditions of this Lease.

3. TERM. The Initial Term of this Lease shall begin on June 15, 2022 (the "Commencement Date"). The phrase "Term" as used in this Lease shall mean the Initial Term and all renewal terms (if there are any) exercised.

4. BASE RENT.

(a) (i) All of Tenant's obligations under this Lease (exclusive of Tenant's obligation to pay Base Rent as defined below) shall commence on the Commencement Date. Tenant's obligation to pay Base Rent shall commence on September 15, 2022 (the "Base Rent Commencement Date"). Tenant covenants to pay Base Rent and all other charges (as defined below) to Landlord, without notice or demand, and without deduction or offset. Base Rent shall be payable on the first day of each month, in advance, in equal monthly installments. Base Rent for any partial months of the Term shall be

prorated on a thirty (30) day month basis. All payments of Base Rent owed to Landlord under this Lease shall be paid to Landlord at the Payment Address, or to such other party and/or at such other address or by such other means as Landlord may from time to time designate in writing.

(ii) No checks or money orders containing the designation "payment in full", "satisfaction of debt" or similar language shall be valid or binding on Landlord and Landlord shall be entitled to deposit such checks without waiving its right to collect other sums due. No settlement of claims shall be made except by an express, separate, written agreement between the parties. Any such checks or money orders in attempted settlement of a claim must be sent to Landlord's Notice Address (in lieu of the Payment Address.)

(b) The term "Rent" shall mean Base Rent ("Rent"). The term "Additional Charges" shall include Tenant Charges (as defined in Section 9) and any and all other charges and amounts (collectively "Additional Charges") due to Landlord under this Lease. Any Rent and Additional Charges not paid on the due date shall bear interest at the rate (the "Default Rate") equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law from the date due until paid. In addition, if any installment of Rent is more than five (5) days late, Tenant shall pay a "Late Charge" equal to the greater of (i) One Hundred Dollars (\$100) or (ii) five percent (5%) of the amount due to cover the extra expense involved in handling delinquent payments. In the event Tenant's check for payment of any Rent is returned due to nonpayment, Tenant agrees to pay a return check charge as may be determined by Landlord from time to time.

(c) Intentionally omitted.

(d) The term "Lease Year", as referred to in this Lease, means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Base Rent Commencement Date if the Base Rent Commencement Date occurs on the first day of the calendar month; or, if not, then the first Lease Year shall commence on the first day of the first calendar month after the Base Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the Base Rent Commencement Date of the first Lease Year.

## 5. COMMON AREAS; BUILDING LAYOUT.

(a) All common areas and other common facilities (collectively "Common Areas") made available from time to time by Landlord in or about the Building shall be subject to the exclusive control and management of Landlord. Common Areas shall include all areas, space, facilities, equipment, signs and special services from time to time made available for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Building, such as sidewalks, parking areas, access roads, driveways, landscaped areas, truck service ways, loading docks, bus stations, parcel pick-up areas, restrooms and utility facilities.

Exhibit "A" sets forth an approximate layout of the Common Areas, buildings and improvements of the Building (collectively the "Building Improvements"), but this diagram shall not be deemed to be a warranty on the part of Landlord that the Building Improvements will be constructed or maintained in accordance with this layout. Landlord shall have the right to expand the Building to adjoining or nearby property and to add to, remove, relocate, replace and/or otherwise change any Building Improvements shown on Exhibit "A" or later constructed and to make all such other changes to the size, location and arrangement of the Building Improvements as Landlord deems advisable, whether in the Common Areas or on other portions of the Building

(b) Tenant shall have a non-exclusive license to use the Common Areas as now or at any time during the Term may exist in common with Landlord and other tenants, occupants and other parties that Landlord allows to use the Building, such use by Tenant to be for access and parking only. Landlord will have the right to (i) establish, modify and enforce reasonable rules and regulations with

respect to the Building and Common Areas; (ii) designate employee parking areas which Tenant and its employees must use (iii) close all or any portion of the Common Areas to prevent the acquisition of public rights therein or for construction or other purposes; and (iv) perform or permit such other activities in and to the Common Areas that Landlord in the exercise of good business judgment deems to be advisable.

(c) Landlord shall be entitled from time to time to provide one or more utility or building services, including without limitation, electrical, water, sanitary sewer, cable, satellite, internet, wi-fi and/or other communication mediums, rubbish removal and recycling services and/or HVAC maintenance services to all or certain tenants or other occupants of the Building. Upon not less than thirty (30) days prior written notice to Tenant, Tenant shall use such common services and shall cease and terminate its use of the pre-existing service provider. At Landlord's option, the cost of such common service may be shared by the actual users thereof, with payment either directly to the provider or to Landlord, as may be directed.

6. BUILDING OPERATING COSTS. Intentionally omitted.

7. TAXES. Intentionally omitted.

8. LANDLORD'S INSURANCE. Landlord agrees to maintain fire and extended coverage insurance on the Premises and Building in accordance with all requirements of the Building lender.

9. PAYMENT OF TENANT CHARGES. Intentionally omitted.

10. USE.

(a) Tenant agrees that the Premises shall be used solely for the Permitted Use and for no other purpose. Tenant shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire insurance policy, or will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering the Building or any part thereof or any of its contents, or adversely affect or interfere with any services required to be furnished by Landlord to Tenant, or to any other tenants or occupants of the Building, or with the proper and economical rendition of any such service. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Building in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Building, Tenant shall pay the amount of any such increases.

(b) Operation of Business. Tenant covenants and agrees that:

(i) Tenant shall not use the plumbing facilities for any purpose other than that for which such facilities were constructed, and no foreign substance of any kind shall be placed therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

(ii) Tenant shall neither solicit business in the Common Areas nor distribute any handbills or other advertising matter in the Common Areas.

(iii) Tenant shall use its best efforts to cause the parking of trucks and delivery vehicles so as not to unreasonably interfere with, or suffer or permit any other use to unreasonably interfere with, the use of any driveways, walks, roadways, highways, streets, malls or parking areas on, in or about the Common Areas.

(c) Employee Parking. If Landlord so designates, Tenant and Tenant's employees shall park only in those portions of the parking areas and facilities designated for that purpose by Landlord. Upon five (5) days prior written notice from Landlord, Tenant shall provide Landlord with the license plate numbers of Tenant's employee's vehicles. At no time shall service or delivery vehicles be allowed to park in areas other than the service court for the Building.

11. TRADE FIXTURES. Tenant shall have the right to install its trade fixtures in the Premises as the work thereon progresses with Landlord's prior consent, provided such installation shall not interfere with any construction or renovation work on the Premises required to be performed by Landlord (if any), and such installation shall be at the sole risk and expense of Tenant. All trade fixtures installed in the Premises by Tenant shall remain the property of, and shall be removable by, Tenant at the expiration of this Lease, if Tenant is not in default hereunder, and Tenant agrees promptly to repair or reimburse Landlord for the cost of repairing all damage to the Premises or Building occasioned by the installation or removal of such trade fixtures. Equipment and fixtures that are integral to the operation of the Premises as a real estate unit generally, such as HVAC, plumbing, electrical, and illumination equipment or wall-to-wall carpeting (as opposed to loose area rugs), or that are permanently installed in the Premises (such as built-in cabinets and restroom fixtures) at Landlord's option shall not be considered trade fixtures and shall be the property of Landlord. Tenant's obligations under this Section 11 shall survive the expiration or earlier termination of this Lease.

12. MAINTENANCE BY LANDLORD. Landlord will, within a reasonable time after being notified in writing by Tenant of the need therefor, make such repairs to the roof, outside walls (except windows, store front, doors and doorframes), gutters and downspouts of the Premises as may be necessary in order to keep such items in good condition, unless said repairs are occasioned by the negligence or willful act of Tenant or any of its agents, employees or contractors, in which event such repairs shall be made at the expense of Tenant. Landlord will not be responsible for any damages resulting from any leak or defect in the roof, sidewalks, gutters or downspouts unless such damage is due to Landlord's failure to make repairs thereto within a reasonable time after having been notified in writing by Tenant of the need therefor.

13. MAINTENANCE BY TENANT.

(a) Tenant agrees that it will, at its own cost and expense, keep the interior of the Premises and the appurtenances thereto, including without limitation the heating and air conditioning systems, toilets, plumbing lines, electric lines, fixtures, interior and exterior windows, glass, store front, doors, doorframes and equipment, in good condition and repair, making such replacements as may be necessary from time to time. Tenant shall be responsible for all repairs and replacements necessary to keep the Premises and the appurtenances thereto in good appearance, order, condition and repair except those which Landlord has expressly agreed to make under the provisions of Section 12 of this Lease. Tenant agrees that it will, at Tenant's expense, comply with any mandatory preventive maintenance items required by insurance carriers, rating authorities or public officials to minimize loss frequency and/or severity within the Premises.

(b) Tenant shall store all trash, rubbish and garbage in fully-closed containers at the rear of the Premises and be responsible for its own trash collection, and Tenant shall pay all costs incidental to the removal thereof. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish

or garbage in or about the Premises. Landlord shall be entitled to designate one or more common trash dumpsters or receptacles for Tenant's use and the contractor retained for removal of trash, whereupon Tenant shall thereafter use such designated container and contractor, and at Landlord's option, the costs charged by such contractor will be reimbursed to Landlord based on the number of tenants sharing such service plus Landlord's reasonable profit and overhead.

14. MISCELLANEOUS COVENANTS OF TENANT.

(a) Tenant agrees that it will, at all times during the term of this Lease, take any and all steps necessary to prevent the filing of mechanic's liens against the Premises in connection with work performed on behalf of Tenant, and if any such liens are filed, Tenant agrees to have the same discharged by payment or bond immediately. Tenant will comply with all federal, state and municipal laws, ordinances and regulations and maintain all necessary permits relating to the Premises and the business conducted therein, and Tenant will pay promptly for all electricity, water and other utilities consumed in the Premises and all sewage disposal charges assessed against the Premises. If not separately billed to Tenant, Tenant agrees to reimburse Landlord for Tenant's share of overall utility costs upon billing therefor (which share shall be based on submeters, if available; otherwise, based on Landlord's reasonable allocation from the total charges for the applicable utility). Tenant will not hold any fire, bankruptcy, going-out-of-business or auction sales, and Tenant will not use the sidewalks or any other portions of the Common Areas for storage or display of any items or for any other purpose relating to the selling of merchandise or services. Tenant shall keep the Premises free from insects, pests and vermin of all kinds, and for that purpose Tenant shall use at Tenant's cost, a reputable licensed pest extermination contractor at such intervals as Landlord may require.

(b) Tenant agrees to contain within the Premises any and all noise, vibration, excessively bright or flashing lights, odors, and aromas so that no nuisance or annoyance will be created and all other premises and common areas within the Building shall be free from noise, vibration, excessively bright or flashing lights, odors and aromas that originate in the Premises. Tenant will not use or permit to be used any advertising medium or device, such as CD player, radio or public address system, that can be heard outside the Premises without the prior written consent of Landlord. The foregoing agreement by Tenant shall be for the benefit of and specifically enforceable by Landlord and all other tenants within the Building.

(c) Tenant shall not make any exterior or structural alterations to the Premises without Landlord's prior written approval in its sole discretion. Tenant may make interior, non-structural alterations and improvements to the Premises after Tenant has obtained Landlord's prior written approval (which approval shall not be unreasonably withheld or delayed) of the plans and specifications of the work to be performed and has satisfied Landlord's requirements for bonding, insurance and other contractor requirements. All alterations and improvements shall be performed in a first-class manner and in compliance with all laws, codes, ordinances, rules, regulations and orders applicable thereto. In no event shall Tenant make any change to the Premises that alters the character of the Premises from a single retail entity, lessens the value of the Premises or violates any laws or other legal requirements or the provisions of any mortgage on the Building. Work done by Tenant under the provisions of this paragraph shall not interfere with the use by other tenants of their premises in the Building.

(d) Tenant shall not use or permit the use of the Premises for the generation, storage, treatment, use, sale, transportation or disposal of any chemical, material or substance that could pose a hazard to the health and safety of any tenants, occupants, licensees, contractors or customers of the Building or in violation of any law, rule or regulation relating to hazardous substances of any applicable governmental authority. Tenant shall comply with all environmental laws relating to Tenant's business and use and occupancy of the Premises.

(e) Tenant shall not use the Premises, or allow the Premises to be used, for any purpose or in any manner which would, in Landlord's opinion, invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy. Should Tenant fail to comply with this covenant, Landlord may, at its option, require Tenant to stop engaging in such activity or reimburse Landlord as Additional Charges for any increase in premiums charged during the Term on the insurance carried by Landlord on the Building and attributable to the use being made of the Premises by Tenant. During the initial construction of Tenant's improvements in the Premises and at any time during the Term when any portion of the Premises are being constructed, altered, repaired or replaced by or on behalf of Tenant, Tenant shall maintain Builder's Risk insurance in an amount not less than the full insurable value of the leasehold improvements in the Premises and shall deliver to Landlord a certificate of such insurance evidencing such coverage prior to the commencement of any such construction work in the Premises.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises, in whole or part, without the prior written consent of Landlord. If such consent is granted by Landlord, Tenant will remain primarily liable for the performance of the covenants and obligations under this Lease binding upon Tenant (regardless of any subsequent amendment or modification of this Lease and regardless of any further assignment or subletting, all of which are hereby deemed to be consented to by Tenant and any Guarantor). Tenant shall pay all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with any proposed assignment or subletting. Each assignee must agree in writing to assume the obligations of Tenant under this Lease by an agreement satisfactory to Landlord and delivered to Landlord within ten (10) days after the date the lease assignment is executed. Each subtenant must agree in writing (delivered to Landlord within ten (10) days after the sublease is executed) that Landlord may collect rent under the sublease directly from the subtenant if there is a default under this Lease and, at Landlord's option, agree to attorn to Landlord should this Lease be terminated. The transfer of fifty percent (50%) or more of Tenant's stock, if Tenant is a corporation, or the transfer of a twenty-five percent (25%) partnership interest in Tenant, if Tenant is a partnership (in either event whether in one transfer or as a result of multiple transfers), shall constitute an assignment under the terms of this Lease. Landlord's consent to one assignment or subletting shall not waive the requirement that Landlord's consent be obtained for further assignments or subleases. The acceptance by Landlord of the payment of any Rent following any assignment or sublease shall not be deemed to be a consent by Landlord to such transaction nor shall the same be deemed to waive any rights or remedies of Landlord under this Lease. The restrictions of this Section 15 shall be deemed to apply as well to any assignments of subleases and to any sub-subletting under any subleases.

16. EMINENT DOMAIN. If any part of the Premises shall be taken by governmental authority pursuant to its power of eminent domain (or Landlord conveys any part of the Premises pursuant to a threat thereof), then the Premises shall be reduced in proportion to the amount so taken or conveyed, unless the amount taken shall be so great that it would be impractical for Tenant to continue operation, in which event this Lease shall be canceled and terminated as of the date of such taking. All compensation awarded for any taking of the Premises or the Building shall belong solely to and be the property of Landlord, and Tenant assigns to Landlord all of Tenant's rights with respect thereto and waives any claim Tenant may have with respect thereto, including any claim for Tenant's leasehold estate. However, Tenant may apply for reimbursement from the condemning authority (if permitted by law) for moving expenses, removal of Tenant's trade fixtures or loss of Tenant's business good will, provided that any such reimbursement shall not reduce the amount of the award otherwise recoverable from the condemning authority by Landlord. If a portion of the Premises is taken and this Lease is not terminated, provided Tenant is not then in default under this Lease, Landlord shall at its own expense restore the remaining portion of the Premises to a complete architectural unit, but such work shall not exceed the scope of work required to be done by Landlord pursuant to this Lease in the original improvement of the Premises as set forth in Exhibit "C". Upon completion of the restoration work required to be performed by Landlord, Tenant agrees to recommence operation of its business in the Premises in accordance with Section 10. Furthermore, in the event of such taking, the Base Rent shall be reduced proportionately based on the percentage of the Premises taken and not restored by Landlord.

17. DAMAGE BY FIRE. Provided Tenant is not then in default under this Lease, if the Premises shall be damaged by fire or other casualty during the term hereof, Landlord agrees that it will restore the Premises to Landlord's standard "vanilla shell" space condition with reasonable dispatch, insofar as the proceeds from Landlord's insurance permit and provided that Landlord's mortgagee does not require insurance proceeds to be paid to it. All other repairs (including repairs to interior finishes and trade fixtures) shall be conducted at the sole expense of Tenant. Upon completion of the restoration work required to be performed by Landlord, Tenant agrees to recommence operation of its business in the Premises in accordance with Section 10. If the Premises are rendered untenable in whole or in part as a result of fire or casualty damage, Base Rent shall be equitably and proportionately abated (according to loss of use) during the period intervening between the date of such damage and the date Landlord completes its required restoration of the Premises. However, if such damage occurs during the last two (2) years of the Term or exceeds fifty percent (50%) of the insurable value of the Premises at the time such damage occurs, Landlord may terminate this Lease as of the date of such damage by giving Tenant written notice of its intention to do so within thirty (30) days after such damage occurs. If this Lease is so terminated, then Rent and Additional Charges payable hereunder shall be abated as of the date of such damage, and Tenant shall remove all of its property from the Premises within fifteen (15) days after the notice of termination is given.

18. TENANT'S INDEMNIFICATION, LIABILITY AND CASUALTY INSURANCE. Tenant agrees that it will indemnify, defend and hold Landlord and Landlord's agents, employees, partners and officers harmless from any and all injury or damage to person or property occurring in, on or about the Premises, regardless of cause, and from all injury or damage occurring elsewhere in the Building as a result of the negligence or willful misconduct of Tenant, its agents, employees or contractors, including without limitation all costs, expenses, claims or suits, and all court costs and reasonable attorneys' fees, arising in connection therewith. Tenant covenants that it will, at all times during the term hereof, at its own cost and expense, carry public liability insurance on the Premises (including Common Areas adjoining the Premises) with combined single limit liability coverage of at least \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and Umbrella limits of at least \$1,000,000.00, which insurance shall name Landlord and any designee of Landlord as additional named insureds. Such liability insurance policy shall be written on an occurrence basis and shall provide that it will not be canceled or the coverage thereunder materially changed without at least thirty (30) days' prior written notice to all additional insureds. Tenant further covenants that it will, at all times during the Term, at its own cost and expense, carry worker's compensation coverage at statutory limits, employer's liability limits of at least \$100,000 per accident and plate glass insurance coverage covering all exterior plate glass in the Premises and insurance against damage by fire and other perils insured under a so-called "special" or "all-risk" policy, in an amount equal to the replacement value thereof, on: (1) all parts of the Premises for which Tenant is responsible under the terms of this Lease; and (2) Tenant's inventory, furniture, fixtures, equipment and other personal property in the Premises. Binding certificates (ACORD 27 or similar form) of such insurance coverage shall be delivered to Landlord promptly after the issuance of the respective policies. If Tenant fails to provide such insurance, Landlord may (but shall not be obligated to) obtain the same and collect the cost thereof, together with a fifteen percent (15%) administrative fee, as Additional Charges.

19. RELEASE AND WAIVER OF SUBROGATION. Landlord and Tenant mutually release and discharge each other (as well as the officers, directors, members, partners, agents and employees of each other) from responsibility and liability (by way of subrogation or otherwise) for loss or damage to any building, structure or other property (real or personal) of the other party, or any resulting loss of income that is an insured loss under the terms of the insurance policy(ies) of the releasing party or that involves a fire, casualty or other risk or loss required to be insured against under this Lease. This release and discharge shall be applicable even though such loss or damage may have been caused by the negligence of the party hereby released. Landlord and Tenant agree to include a waiver of subrogation endorsement in each of their respective casualty insurance policies.



20. DEFAULTS AND REMEDIES.

(a) Defaults. The occurrence of any one or more of the following events ("Defaults") shall constitute a default and breach of this Lease by Tenant: (i) Tenant fails to pay any Base Rent, Additional Charges or any other payments owed under this Lease within five (5) days after Tenant is given written notice of non-payment; (ii) Tenant fails to observe or perform any of the other terms, covenants and/or conditions of this Lease, and such default shall continue for more than thirty (30) days after written notice from Landlord to Tenant (however, if a default under this item (ii) cannot reasonably be cured within thirty (30) days, and Tenant has promptly commenced the cure within such time and is diligently proceeding to complete the cure, then Tenant shall have such reasonable extra time (not to exceed sixty (60) days) to complete the cure); (iii) Tenant fails to pay when due Base Rent or Additional Charges under this Lease three (3) or more times in any period of twelve (12) consecutive months (whether or not cured); (iv) Tenant fails to open for business to the public in the Premises within thirty (30) days after the Commencement Date or the Premises is abandoned, vacated or closed for business to the public (other than for fire, casualty or condemnation); (v) Tenant's interest in the Premises is sold under attachment, execution or similar legal process; (vi) Tenant or any Guarantor is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant or any Guarantor under the federal Bankruptcy Code and such adjudication or order is not vacated within ten (10) days; (vii) a case is commenced by or against Tenant or any Guarantor under any chapter of the federal Bankruptcy Code, or a voluntary or involuntary petition is filed proposing the adjudication of Tenant or any Guarantor as bankrupt or insolvent, the reorganization of Tenant or any Guarantor or an arrangement by Tenant or any Guarantor with its creditors (unless the petition is filed or case commenced by a party other than Tenant or Guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing); or (viii) there is filed by or against Tenant, or any successor tenant then in possession, or any Guarantor of this Lease, in any court pursuant to any statute or law, a petition (1) for appointment of a trustee or receiver, (2) for an assignment for the benefit of creditors, or (3) for reorganization.

(b) Remedies. Upon the occurrence and continuance of a Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below) may do any one or more of the following: (i) apply the Security Deposit (if any) toward the satisfaction and cure of such Default; (ii) reenter the Premises, without terminating this Lease, and remove all persons and property from the Premises, and repossess and enjoy the Premises, by any suitable action or proceeding at law, or without judicial process if Landlord so elects, without being liable for any prosecution therefor or damages therefrom; (iii) elect to terminate this Lease upon written notice to Tenant, at which time the Term of this Lease shall expire, but with Tenant's liability under all of the provisions of this Lease to continue; or (iv) exercise any other legal or equitable rights or remedies available to Landlord, including those additional rights set forth in this Lease. In exercising any of the above remedies, Landlord may remove Tenant's property from the Premises and store the same at Tenant's expense without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby, and Landlord may also sell such property at public or private sale, with the proceeds being applied to costs of sale and storage (including attorneys' fees), amounts owed to Landlord under this Lease, and with any surplus paid to Tenant, in that order. Tenant waives any rights to re-enter the Premises and any rights of redemption.

Tenant understands that, with or without terminating this Lease, Landlord may re-let, in one or more leases, all or part of the Premises (or a premises including space in addition to the Premises), either in Landlord's own right or as agent for Tenant, accepting any rents then obtainable, for a term or terms that may be greater or less than the balance of the Term of this Lease, and Landlord may grant concessions or free rent without in any way affecting Tenant's liability for the Rent and Additional Charges payable under this Lease. However, Tenant understands that Landlord shall be under no duty to relet the Premises and that Tenant's liability under this Lease shall not be affected or diminished in any way whatsoever, for Landlord's failure to re-let the Premises, or if the Premises are re-let, for Landlord's failure to collect the rentals under such re-letting. In connection with any re-letting, Landlord may make

or do any alterations, repairs, painting and decorations ("Re-letting Preparations") to the Premises which Landlord considers advisable and necessary in its sole judgment, and such Re-letting Preparations shall not release Tenant from any liability under this Lease. No re-entry or taking of possession by Landlord of the Premises shall be construed as an election to terminate this Lease unless a written notice of termination is given to Tenant. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease as a result of Tenant's previous default.

(c) Damages. If a Default occurs, Tenant shall remain liable for (i) all Rent, Additional Charges and damages that may be due or sustained by Landlord up to the time this Lease terminates or Landlord takes possession of the Premises, whichever occurs later, and the performance of all other obligations of Tenant accruing under this Lease through such date (collectively "Accrued Damages"); (ii) all reasonable costs, fees and expenses (including without limitation attorney's fees and expenses, brokerage commissions and fees) incurred by Landlord in pursuit of its remedies under this Lease and in renting the Premises to others from time to time (including Re-letting Preparations) (all such Accrued Damages, costs, fees and expenses being referred to collectively as the "Default Damages"); and (iii) Future Damages (as defined below).

Future Damages, at the election of Landlord, shall be either:

(i) The amount (the "Deficiency") by which (A) the Rent and Additional Charges reserved under this Lease until the expiration date of the Term exceeds (B) the amount of rent, if any, that Landlord shall receive during the same period from others to whom the Premises may be rented, from which Landlord may deduct all Default Damages owing to Landlord; such Deficiency to be paid in monthly installments by Tenant on the first day of each calendar month; or

(ii) An amount equal to the present value of the sum of the Rent and Additional Charges reserved under this Lease until the expiration date of the Term plus the Default Damages owed by Tenant, from which sum there shall be deducted the present value of the fair market rental value of the Premises as determined by an independent real estate appraiser designated by Landlord; Future Damages under this item (ii) shall be payable to Landlord in one lump sum on demand and shall bear interest at the Default Rate until paid. For the above purposes "present value" shall be computed using a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Building.

(d) Self-Help. If Tenant fails to perform or satisfy any covenant or obligation under this Lease, Landlord shall have the right (in addition to the foregoing remedies under this Section) to perform such covenant or obligation (i) if no emergency exists, after giving fifteen (15) days' notice to Tenant, and (ii) in an emergency situation, immediately upon giving such prior oral or written notice to Tenant as is practical under the circumstances. Upon a receipt of a billing for the costs and expenses incurred under this Section by Landlord, Tenant shall reimburse Landlord for such amounts, plus a fifteen percent (15%) overhead charge and interest at the Default Rate on all such amounts from the date of Landlord's payment.

(e) Security Interest. To secure the full and complete observance and performance of the obligations and covenants to be observed and performed by Tenant under this Lease, Tenant hereby grants to Landlord a security interest in and to all fixtures, equipment inventory and all other personal property, tangible or intangible, of the Tenant brought or located in or upon the Premises. Landlord shall be entitled to file and record any financing statements or other documentation required to perfect its security interest in and to such property, and Tenant hereby authorizes such action by Landlord.

(f) Remedies Cumulative. All remedies of Landlord shall be cumulative. Acceptance by Landlord of delinquent rent after Default shall not cure such Default nor entitle Tenant to possession of the Premises.

21. ATTORNEYS' FEES. In the event of any litigation between Landlord and Tenant arising out of this Lease, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party. However, in the event Landlord seeks the advice of counsel to remedy a matter with Tenant and such matter is resolved without going to court, Tenant remains responsible for reimbursing Landlord for all its reasonable out-of-pocket attorney fees and costs.

22. SIGNS, AWNINGS AND CANOPIES. Tenant shall, subject to Landlord's written approval, install one identification sign in the window above the entrance door to the suite. All such signs shall be installed by Tenant at its sole cost and expense. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal. Upon termination of this Lease, Tenant shall remove said signage and restore the surfaces to which such signs were attached so that there is no evidence of such attachment. If any Tenant sign is left on the Leased Premises for more than fifteen (15) days after the date on which Tenant vacates the Premises, Landlord may remove and dispose of said signage at Tenant's expense.

23. SUBORDINATION AND ESTOPPEL CERTIFICATES.

(a) This Lease shall be subject and subordinate to all ground or underlying leases and to any and all first mortgages and deeds of trust that may now or hereafter affect this Lease or the real property of which the Premises forms a part, and to all terms, provisions, renewals, modifications, consolidations, replacements and extensions thereof. Tenant further agrees to attorn to any successor to Landlord's interest in the Premises, including any ground lessor or holder of a mortgage or deed of trust (the "Mortgagee"), or to any purchaser at foreclosure (or by deed in lieu of foreclosure) upon all of the terms and conditions of this Lease. The foregoing subordination and attornment provisions shall be self-operative, but within ten (10) days after receipt of a written request therefor, Tenant agrees to execute such agreements confirming the above subordination and attornment as requested from time to time by Landlord or the Mortgagee, and also agrees to enter into a subordination agreement with such other Mortgagees as Landlord may request, it being understood that the standard form subordination agreement then used by any Mortgagee shall be acceptable and executed without change. In no event shall any Mortgagee be (i) liable for any act or omission of Landlord or any subsequent landlord, (ii) subject to any offsets or defenses which Tenant might have against Landlord or any subsequent landlord, (iii) bound by any Rent and Additional Charges which Tenant may have paid for more than the current month to Landlord or any subsequent landlord, or (iv) bound by any amendment or modification of this Lease made without the Mortgagee's prior written consent.

(b) Within ten (10) days after receipt of a request therefor, Tenant agrees to deliver to Landlord and/or to any actual or prospective purchaser, mortgagee or other third party designated by Landlord a duly executed and acknowledged instrument in a form provided by Landlord certifying to Tenant's best knowledge (i) whether this Lease is in full force and effect (and if not, why), (ii) as to the existence of any default, (iii) whether there are any defenses, counterclaims or offsets to such default, (iv) whether there has been any modification or amendment to this Lease, and (v) as to such other matters relating to this Lease or the Premises as may be reasonably requested. Any such certificate may be relied upon by Landlord and by any other person to whom it has been exhibited or delivered, and the contents of the certificate shall be binding upon Tenant.

(c) Tenant agrees that Landlord may charge the sum of One Hundred Dollars (\$100.00) per day for each day Tenant fails to deliver either a subordination agreement or estoppel certificate as required under this Section 23. Furthermore, such failure by Tenant to execute and deliver any such instruments within the period required under this Section 23 shall constitute a Default under this

Lease, and Landlord may, at its option, terminate this Lease or exercise its other remedies provided under Section 21 with respect thereto. Further, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments if Tenant fails to do so within the period required under this Section 23.

24. INSPECTION. Tenant agrees to allow Landlord or its representatives or prospective purchasers or mortgagees, at any reasonable hour, to enter the Premises for the purpose of inspecting the same, for making any repairs or alterations deemed necessary or desirable, for showing the Premises to any parties, or any other lawful purpose. Tenant will allow "For Lease" signs to be placed on the front walls or doorways of the Premises and to remain thereon without hindrance or molestation during the last six (6) months of the Term.

25. FORCE MAJEURE. In the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Section 25 shall not operate to excuse Tenant, nor shall Tenant in any event be excused, from prompt payment of Rent and Additional Charges.

26. LANDLORD'S LIABILITY. Tenant agrees that Landlord's liability under this Lease shall be limited to Landlord's equity interest in the Building, and any judgments against Landlord shall be satisfied solely out of the proceeds of sale of Landlord's equity interest in the Building. No judgment rendered against Landlord shall give rise to any right of execution or levy against Landlord's other assets. No individual who is Landlord or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Landlord, or their heirs, personal representatives, successors and assigns, shall have any personal liability to Tenant, or to any person claiming under or through Tenant, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever. Nothing in this Section 26, however, shall bar Tenant from seeking and enforcing any equitable remedy of Tenant against Landlord, but any such equitable remedy that can be cured by the expenditure of money may be enforced personally against Landlord only to the extent of Landlord's equity interest in the Building. Furthermore, it is understood and agreed that in each and every instance in which Landlord's approval or consent is required under this Lease, Landlord shall not be liable for damages (whether direct, consequential or otherwise) by reason of its failure to grant such approval or consent (unless Landlord is found to have acted in bad faith), and Tenant's sole remedy shall be an action for injunctive relief or specific performance.

27. NOTICES. Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given if and when posted in the United States registered or certified mail, return receipt requested, or delivered by reputable national overnight courier, postage or fees prepaid, and addressed to Landlord at Landlord's Mailing Address with a copy to the Management Office Mailing Address or addressed to Tenant at Tenant's Mailing Address. Either party may at any time change its address for notice purposes by sending a notice to the other party advising of the new address. Tenant also agrees to give the Mortgagee a copy of any notice of default sent to Landlord, provided that prior to such default Tenant has been notified in writing of the address of the Mortgagee. Tenant shall not exercise any remedies available against Landlord unless Landlord's default is not cured within sixty (60) days after Mortgagee has received the foregoing notice (if the default cannot be reasonably cured within the 60 day period, then the Mortgagee shall have such reasonable additional time to cause the Landlord's default to be cured so long as the Landlord or the Mortgagee is diligently pursuing the remedies necessary to cure such default).

28. QUIET ENJOYMENT. Provided that Tenant has performed all of its obligations under this Lease, Landlord covenants that Tenant shall have and enjoy quiet and peaceable possession of the Premises during the Term free of molestation by Landlord, subject to the provisions of this Lease and of all mortgages, ground leases, encumbrances and other matters of record affecting title to the Building.

29. NO WAIVERS. The failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance by the other party of any covenant of this Lease shall not be construed as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect. The receipt by Landlord or its agent of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach nor an accord and satisfaction or novation. No waiver by Landlord of any provision hereof shall be deemed to have been agreed upon unless expressed in writing signed by the parties hereto.

30. SUCCESSORS AND ASSIGNS. Subject to the terms of Section 15 above, this Lease and all the terms, covenants, conditions and provisions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and (if and when assigned in accordance with the provisions hereof) assigns.

31. OTHER PROVISIONS.

(i) Entire Agreement; Modification. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(ii) Interpretation. The captions in this Lease are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Lease. References to any specific gender shall be deemed to include the other gender or neuter, as applicable; references to "expiration" shall include "termination" and vice-versa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Tenant consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Lease shall not be construed more strictly against one party than the other, it being recognized that both Landlord and Tenant have contributed substantially and materially to the preparation of this Lease. Also, this Lease shall be governed by the laws in the state where the property is located.

(iii) Waiver of Jury Trial. Landlord and Tenant hereby mutually waive any and all rights which either party may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

(iv) Waiver of Homestead Exemption. Tenant hereby waives the benefit of any homestead exemption available to Tenant with respect to this Lease.

(v) No Broker. Tenant warrants and represents that no agent, broker or finder, other than as stated in 1(p) above, was involved on its behalf in negotiating or consummating this Lease. Tenant agrees to indemnify and hold Landlord harmless from any and all claims for brokerage commissions arising out of any communications or negotiations between Tenant and any broker (other than Broker) regarding the Premises, any other premises in the Building and/or the consummation of this Lease.

(vi) Short Form Lease. Tenant agrees not to record this Lease. However, upon the request of either party, the other party shall join in the execution of a "short form lease" for the

purposes of recordation, including such terms of this Lease (other than economic terms) as are typically included in such document. Either party may record such "short form lease" at its own expense.

(vii) Submission of Lease. This Lease does not constitute an offer to lease, and Landlord and Tenant shall not be bound by this Lease until it is executed and unconditionally delivered by both parties. This Lease may be executed in counterparts.

(viii) Tenant Authority. (a) If Tenant is a partnership, each person executing this Lease on behalf of Tenant warrants that Tenant is a validly existing partnership qualified to do business under the laws of the state in which the Building is located, that such partnership has the full right and authority to enter into this Lease and that no other partners other than those signing this Lease on behalf of Tenant must join in this execution; and (b) if Tenant is a corporation, each person executing this Lease on behalf of Tenant hereby warrants that (1) Tenant is a duly constituted corporation qualified to do business and in good standing in the state in which the Building is located; (2) such corporation has the full right and authority to enter into this Lease, and (3) each person signing this Lease on behalf of the Tenant has been duly authorized by the board of directors of Tenant to execute and deliver this Lease on behalf of the corporation and that no other signatures are necessary. Tenant shall furnish to Landlord within ten (10) days after a request from Landlord such corporate resolutions, certificates of incumbency, partnership resolutions, partnership agreements or other information as Landlord may reasonably request in order to confirm that the execution and delivery of this Lease has been duly authorized by Tenant and that the person(s) executing this Lease on behalf of Tenant was duly authorized to do so. All such corporate or partnership resolutions, certificates or agreements shall be certified as being duly adopted and/or in full force and effect, without amendment, by an appropriate officer or partner of Tenant, as applicable.

(ix) Mortgagee Approval. Intentionally omitted.

(x) Severability. No determination by any court, governmental body or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(xi) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

32. CONSTRUCTION AND ACCEPTANCE OF PREMISES. Landlord agrees that the Premises shall be delivered to Tenant generally in accordance with the plans and specifications described on Exhibit "C" to this Lease. Otherwise, Tenant accepts the Premises in its current "AS-IS" and "WHERE IS" condition. Tenant shall examine the Premises before taking possession, and Tenant's entry into possession shall constitute conclusive evidence that the Premises and all mechanical, electrical and plumbing systems serving the Premises are acceptable in their "as is" current condition and any improvements or repairs thereto shall be made at Tenant's sole cost and expense. Tenant shall furnish Landlord a certificate of occupancy where required prior to opening for business in the Premises.

33. TERMINATION. On expiration or sooner termination of the Term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations in good, clean, orderly, and undamaged condition, except for ordinary wear and tear or condemnation or destruction of the Premises as covered by Sections 16 and 17 and except for trade fixtures that Tenant has removed under the provisions of Section 11. Tenant shall deliver to Landlord all keys to the Premises, remove all its personal property and make repairs and reimbursements pursuant to Section 11 within the above stated time. Landlord may elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the Term. Title

to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of after expiration of the Term shall vest in Landlord. Tenant waives all claims against Landlord for any damage resulting from Landlord's retention or disposition of any such alterations or personal property. Tenant shall be liable to Landlord for Landlord's costs of storing, removing, and disposing of any alterations or personal property which Tenant fails to timely remove from the Premises. Tenant's obligations under this Section 33 shall survive the expiration or earlier termination of this Lease.

If Tenant fails to surrender the Premises on the date that the Term of this Lease expires or terminates, Tenant's continued occupancy shall be deemed to be a tenancy-at-will (and not a tenancy from month-to-month or from year-to-year) cancelable by Landlord upon 48 hours prior oral or written notice, and such tenancy shall be subject to all of the provisions of this Lease, except that Base Rent during the holdover tenancy shall be equal to twice the Base Rent in effect immediately prior to the end of the Term.

34. LEASE GUARANTY. Intentionally omitted.

35. SUBSTITUTED PREMISES. Intentionally omitted.


36. LIST OF EXHIBITS. The following Exhibits are attached to this Lease and are fully incorporated into this Lease:

- Exhibit "A" - Site Plan
- Exhibit "B" - Intentionally omitted
- Exhibit "C" - Plans and Specifications for Landlord's Work
- Exhibit "D" - Existing Pictures

**WITNESS the following signatures:**

**LANDLORD:** Evolve Warehouse, LLC, a US Virgin Island limited liability company

By:

  
Name: John Y. S.  
Title: \_\_\_\_\_

**TENANT:** CAT5 Builders, LLC, a US Virgin Island limited liability company

By:


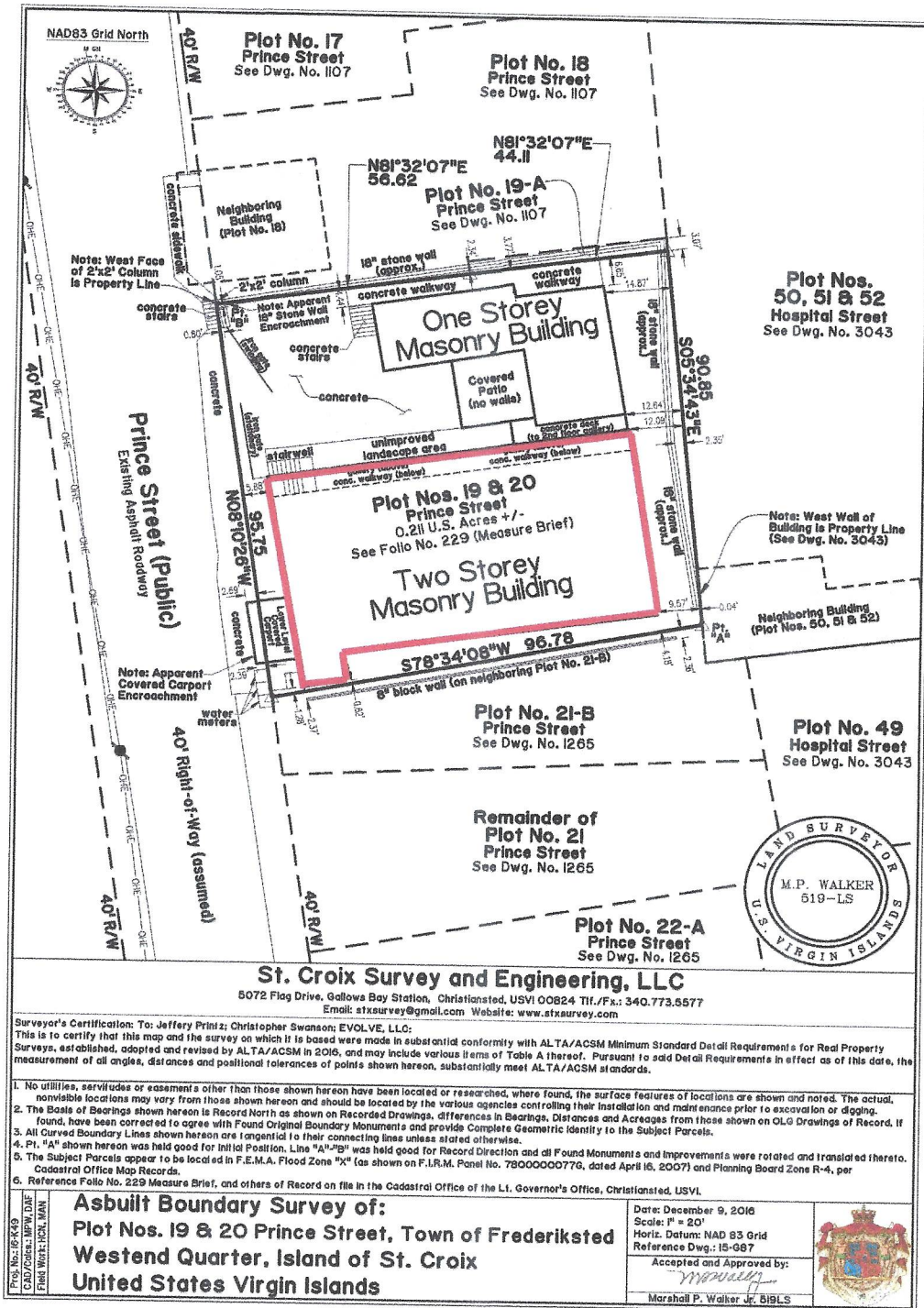
  
Name: Donald A. Stevens  
Title: Managing Member

EXHIBIT "A"

SITE PLAN



St. Croix Survey and Engineering, LLC

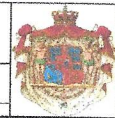
5072 Flag Drive, Gallows Bay Station, Christiansted, USVI 00824 Tlf./Fax: 340.773.5577  
 Email: stxsurvey@gmail.com Website: www.stxsurvey.com

Surveyor's Certification: To: Jeffery Printz; Christopher Swanson; EVOLVE, LLC:  
 This is to certify that this map and the survey on which it is based were made in substantial conformity with ALTA/ACSM Minimum Standard Detail Requirements for Real Property Surveys, established, adopted and revised by ALTA/ACSM in 2016, and may include various items of Table A thereof. Pursuant to add Detail Requirements in effect as of this date, the measurement of all angles, distances and positional tolerances of points shown hereon, substantially meet ALTA/ACSM standards.

1. No utilities, servitudes or easements other than those shown hereon have been located or researched, where found, the surface features of locations are shown and noted. The actual, non-visible locations may vary from those shown hereon and should be located by the various agencies controlling their installation and maintenance prior to excavation or digging.
2. The Beasts of Bearings shown hereon is Record North as shown on Recorded Drawings, differences in Bearings, Distances and Acresages from those shown on OLG Drawings of Record, if found, have been corrected to agree with Found Original Boundary Monuments and provide Complete Geometric Identify to the Subject Parcels.
3. All Curved Boundary Lines shown hereon are incidental to their connecting lines unless stated otherwise.
4. Pt. "A" shown hereon was held good for Initial Position. Line "A"-"B" was held good for Record Direction and all Found Monuments and Improvements were rotated and translated thereto.
5. The Subject Parcels appear to be located in F.E.M.A. Flood Zone "X" (as shown on F.I.R.M. Panel No. 7800000776, dated April 16, 2007) and Planning Board Zone R-4, per Cadastral Office Map Records.
6. Reference Folio No. 229 Measure Brief, and others of Record on file in the Cadastral Office of the Lt. Governor's Office, Christiansted, USVI.

**Asbuilt Boundary Survey of:**  
 Plot Nos. 19 & 20 Prince Street, Town of Frederiksted  
 Westend Quarter, Island of St. Croix  
 United States Virgin Islands

Date: December 9, 2016  
 Scale: 1" = 20'  
 Horiz. Datum: NAD 83 Grid  
 Reference Dwg.: 15-087  
 Accepted and Approved by:  
 Marshall P. Walker Jr., BLS





**EXHIBIT "B"**

Intentionally omitted.

**EXHIBIT "C"**

**PLANS AND SPECIFICATIONS FOR LANDLORD'S WORK**

**A. LANDLORD'S WORK:**

There is no work to be performed by Landlord prior to delivery of possession of the Premises to Tenant.

Landlord is required to provide access to existing water to operate bathrooms at the locations. Tenant is not responsible for water costs.

Tenant accepts the Premises in its current "as is" and "where is" condition and, at its sole cost and expense, shall perform all work required to complete the Premises to a finished condition ready for the conduct of business therein.

Prior to commencement of Tenant's work, Tenant shall submit to Landlord for Landlord's approval, a complete set of plans and specifications for such work as required as outlined below. Upon Landlord's approval of said plans and specifications, the plans shall be incorporated into and become part of this Lease Agreement.

Landlord's consent to or approval of plans and specifications for Tenant's Work shall not be deemed a warranty or representation of, and shall create no responsibility or liability on the part of Landlord for, the completeness, design or sufficiency of such plans and specifications, or compliance with laws, rules, codes, ordinances or regulations applicable thereto.

**B. TENANT'S WORK/FUTURE ALTERATIONS:**

Tenant accepts the Premises as outlined above with the following exceptions:

1. Tenant agrees to install a new waterline from 19 Prince Street building and make connections to two existing bathrooms, update both bathrooms fixtures, etc.; Install smoke & fire detectors, emergency exit lights and signage, fix (2) non operable garage doors, and bring electrical panel and interior lighting up to code. Construct a new steps, landing and railing at side entry. Repair large overhead doors and hardware to make operable. Install missing office (security) window. Landlord provides consent for the above work.
2. No alterations or modifications may be made to the Premises by Tenant without Landlord's prior written consent. All future damage or functional discrepancies which may occur due to the aforementioned unauthorized alterations or modifications and all associated costs thereof shall be borne entirely by Tenant.
3. Any modifications or construction to the Premises, as outlined below, shall be in accordance with State and Local Building Codes, The Americans with Disabilities Act, and constructed in a first-class manner.
4. Tenant shall be obligated to submit plans and/or specifications (prepared at Tenant's expense) to Landlord for Landlord's approval prior to the commencement of any modification or construction. The plans and/or specifications shall be prepared by a Registered Architect, if the project warrants, as determined by the Landlord or the local municipality having jurisdiction. Tenant agrees to submit such plans and/or specifications to Landlord within sixty (60) days after the date of execution of this Lease.

5. Tenant shall be obligated to use contractors and suppliers that are licensed to do business in the municipality wherein the Premises are located. Tenant shall submit all reasonable information (Licenses, Certificate of Insurance, list of sub-contractors, etc.) if requested by Landlord for the Landlord to review and approve prior to the commencement of any modification or construction.

6. No Tenant equipment is permitted outside the Premises or on the roof of the Premises except as may be specifically approved by Landlord, in writing. NO ROOF CUTS may be made without Landlord's written approval, and if approved, such cuts must be made, at Tenant's expense, by a qualified roofing contractor approved by Landlord. Tenant agrees to indemnify and save harmless Landlord from damages stemming in any manner from such cuts.

7. Tenant shall furnish, install and maintain fire extinguishers and smoke alarms in strict accordance with Landlord's insurance underwriter's requirements; local, state and national codes; and N.F.P.A. requirements and in strict accordance with any such future requirements. Any additional fire protection required by Tenant's business shall also be at Tenant's expense.

8. Tenant shall furnish to the Landlord at the completion of the modification or construction one of the following as provided by the Local Building Department: A Certificate of Occupancy; the Building Permit with final inspections signed off; or a letter from the Building Department stating that all work has been inspected and approved. Tenant shall also furnish to the Landlord a Final Lien Waiver or Waivers as applicable, from Tenant's contractors, as well as final as-built plans and specifications for Landlord's Work.