

# Langston Partnership

## Status - Closed

Start Contract Date	Contract End Date
May 14, 2010	August 31, 2011

**Contact:** Wilbur Brewton  
225 South Adams Street, Suite 250  
Tallahassee, Florida 32301  
(850) 222-7718  
wbrewton@bplawfirm.net

**Summary of Contract:** Lease for two office spaces within Brewton Plante, P.A.

**Total Paid Prior Years:** \$7,500.00

**Total Paid in 2011:** \$8,000.00

**Total Paid Contract Term:** \$14,500.00

**Outstanding Obligations (if any):** \$0.00

### Notes:

June 3, 2010 – Sublease through December 31, 2010

November 29, 2010 – Agreement to extend the lease through June 30, 2011

July 1, 2010 – Agreement to extend the lease through December 31, 2011. The corporation moved prior to the end of this agreement without any penalty.



July 1, 2011

Mr. Wilbur Brewton  
Brewton Plante, P.A.  
225 South Adams Street, Suite 250  
Tallahassee, Florida 32301

Dear Mr. Brewton:

Thank you for your hospitality and for allowing Florida Health Choices, Inc. to occupy offices at 225 South Adams Street, Suite 250. I am especially grateful for the staff of Brewton Plante, P.A. that supports our efforts on a day to day basis and appreciate their dedication to assisting us in accomplishing our assigned mission. They have been accommodating to our needs for meeting space and helpful in every administrative task that has arisen during our stay.

The sub-lease agreement of June 3, 2010 was mutually extended on December 31, 2010 through June 30, 2011. With your agreement, I would like to extend the lease for an additional six month period through December 31, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Rose Naff", written over a horizontal line.

Rose Naff  
Chief Executive Officer

IT IS UNDERSTAND AND AGREED that the undersigned accepts this Lease Extension Agreement

A handwritten signature in black ink, appearing to read "Wilbur Brewton", written over a horizontal line.

Wilbur Brewton  
Brewton Plante, P.A.  
225 South Adams Street, Suite 250  
Tallahassee, Florida 3231

/lm



November 29, 2010

Mr. Wilbur Brewton  
Brewton Plante, P.A.  
225 South Adams Street, Suite 250  
Tallahassee, Florida 32301

Dear Mr. Brewton:

Thank you for your hospitality and for allowing Florida Health Choices, Inc. to occupy offices at 225 South Adams Street, Suite 250. I am especially grateful for the staff of Brewton Plante, P.A. that supports our efforts on a day to day basis and appreciate their dedication to assisting us in accomplishing our assigned mission. They have been accommodating to our needs for meeting space and helpful in every administrative task that has arisen during our stay.

The sub-lease agreement between Brewton Plante, P.A. and Florida Health Choices, Inc. dated June 3, 2010, will expire on December 31, 2010. With your agreement, I would like to extend the lease for an additional six month period through June 30, 2011.

Sincerely,

Rose Naff  
Chief Executive Officer

IT IS UNDERSTAND AND AGREED that the undersigned accepts this Lease Extension Agreement

Wilbur Brewton  
Brewton Plante, P.A.  
225 South Adams Street, Suite 250  
Tallahassee, Florida 3231

/lm

**BREWTON PLANTE P.A.**

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

SUITE 250

225 SOUTH ADAMS STREET

**TALLAHASSEE, FL 32301**

TELEPHONE 850-222-7718

FACSIMILE 850-222-8222

MAILING ADDRESS:

POST OFFICE BOX 10369

TALLAHASSEE, FL 32302-2369

E-MAIL ADDRESS:

WILBUR E. BREWTON, ESQUIRE

wbrewton@bplawfirm.net

June 3, 2010

Ross Naff, CEO  
Florida Health Choices, Inc.  
225 South Adams Street  
Suite 250  
Tallahassee, Florida 32301

Re: Lease Agreement  
Our File No: 125030.0001

Dear Ms. Naff:

In accord with the attached lease agreement, please be advised that I am authorized to sublease to you two vacant offices, to-wit: offices four and five, located at 218 South Adams Street, to conduct business for Florida Health Choices, Inc. This sublease will run through December 31, 2010, and may be renewed by mutual agreement.

The cost of the two offices combined, will be \$1,000.00 per month. There will be no sales tax due to the fact that FHC will be a tax exempt entity. The lease includes the use of conference rooms, telephone system and long distance (due to the fact that Comcast long distance is of no charge), copy equipment - subject to a charge of 7.5 cent per copy, and any other reasonable and necessary use of common office equipment. In the event the spare cubicle is needed, an additional cost of \$350.00 per month will be billed to FHC.

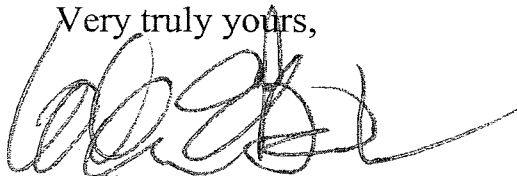
If this meets with your understanding and approval, it would be appreciated if you could execute below. The lease will start May 14, 2010, and you will be billed monthly at the beginning of the month.

Rose Naff, CEO  
Re: Lease Agreement  
June 3, 2010  
Page 2

In addition, a phone number has been assigned to FHC. The number is (850) 222-0933. You have the option to take the number with you to any location that FHC may move its business to.

Thank you for your interest.

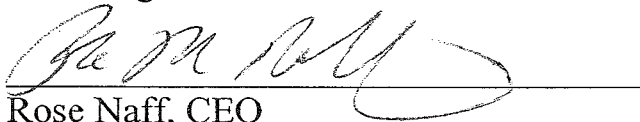
Very truly yours,

A handwritten signature in dark ink, appearing to read 'Wilbur E. Brewton', written over a horizontal line.

Wilbur E. Brewton

WEB/art  
Enclosure

IT IS UNDERSTOOD AND AGREED that the undersigned accepts this  
Lease Agreement

A handwritten signature in dark ink, appearing to read 'Rose Naff', written over a horizontal line.

Rose Naff, CEO  
Florida Health Choices, Inc.  
225 South Adams Street  
Suite 250  
Tallahassee, Florida 32301

## ASSIGNMENT OF LEASE

This Assignment is entered into effective as of July 1, 2007 ("Assignment") between ROETZEL & ANDRESS, LPA, an Ohio legal professional association authorized to transact business in Florida, 225 South Adams Street, Suite 250, Tallahassee, Florida 32301, referred to as "Assignor" and BREWTON PLANTE, P.A., a Florida Professional Association, 225 South Adams Street, Suite 250, Tallahassee, Florida 32301, referred to as "Assignee."

### **RECITALS**

A. Assignor entered into a Lease Agreement, as Lessee, on July 1, 2005 with LANGSTON PARTNERSHIP, Post Office Box 1386, Tallahassee, Florida 32302, referred to as "Lessor" ("Lease Agreement") for those premises described therein and leased to Assignor thereunder ("Premises").

B. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Lessee under the Lease Agreement.

NOW THEREFORE, in consideration of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged by Assignor, Assignor hereby assigns the Lease Agreement attached hereto as Exhibit A, and all tenant improvements therein to the full extent of any interest of Assignor therein, to Assignee effective July 1, 2007 ("Effective Date"), for the balance of the Lease Agreement term as provided in Paragraph 2 of the Lease Agreement, together with all rights to the Security Deposit of \$4,000.00 described in Section 29 of the Lease Agreement.

The Lease Agreement commenced on July 1, 2005, and is to terminate on July 1, 2013. As of, from and after the Effective Date, Assignee shall assume all rights and duties required of Assignor under the Lease Agreement, including all required payments, and shall comply with all terms and conditions of the Lease Agreement, and shall hold Assignor harmless from and indemnify Assignor against all duties, obligations, responsibilities and liabilities (including without limitation all base rent, taxes, maintenance and repair costs, common area maintenance and repair costs, etc.). Further, on the Effective Date, Assignee shall pay to the Assignor:

(i) The sum of \$4,000.00 as reimbursement to Assignor of the Security Deposit described in section 29 of the Lease Agreement; and

(ii) The sum of \$2,150.00 as reimbursement to Assignor for prepaid rent, for the period from July 1, 2007 through July 31, 2007.

Assignor represents to Assignee that the Lease Agreement is in good standing; that there are no defaults by either party thereunder, and that all rent and other charges due thereunder have been paid through July 31, 2007, and Assignor hereby agrees to hold Assignee harmless from, and to indemnify Assignee against all duties, obligations, responsibilities, etc., accruing prior to the Effective Date.

#### ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the foregoing Assignment.

#### CONSENT OF LESSOR

Lessor in the above-described Lease Agreement consents to the assignment and transfer of the Lease Agreement, including all terms and conditions, to Assignee, and Lessor represents to Assignee that the Lease Agreement is in good standing and there are no defaults by either party thereunder and that all rent and other charges due thereunder have been paid through July 31, 2007.

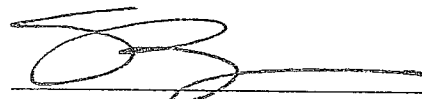
IN WITNESS WHEREOF, Assignor, Assignee, and Lessor have caused this Assignment to be executed by their respective duly authorized representatives on the date first written above at their respective offices.

WITNESSES as to Assignor:

#### ASSIGNOR:

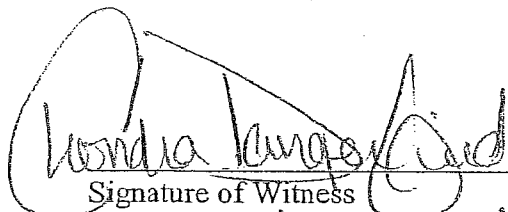
ROETZEL & ANDRESS,  
an Ohio legal professional association  
authorized to transact business in Florida

By:

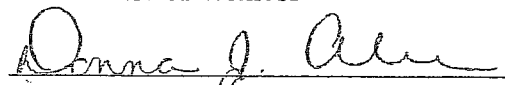
  
\_\_\_\_\_  
Stephen E. Thompson,  
Florida Practice Group Manager  
For the Firm

Date:

1 July 2007

  
\_\_\_\_\_  
Signature of Witness

Chandra Dampertfield  
\_\_\_\_\_  
Print Name of Witness

  
\_\_\_\_\_  
Signature of Witness

Donna J. Ambrose  
\_\_\_\_\_  
Print Name of Witness

WITNESSES as to Assignee

Angela R. Triplett  
Signature of Witness

Angela R. Triplett  
Print Name of Witness

Alison M. Sullivan  
Signature of Witness  
Alison M. Sullivan  
Print Name of Witness

BREWTON PLANT, P.A.

By: [Signature]  
Wilbur E. Brewton

President

Date: 7-31-07

WITNESSES as to Lessor:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

LANGSTON PARTNERSHIP

By: \_\_\_\_\_  
William J. Roberts  
Partner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Wilson W. Wright  
Partner

Date: \_\_\_\_\_



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**Lease**

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## LEASE

THIS LEASE is made August 1<sup>st</sup>, 2005, between ROETZEL AND ANDRESS, a Ohio Legal Professional Association, whose Florida address is 225 South Adams Street, City of Tallahassee, County of Leon, State of Florida, referred to as "Lessee", and LANGSTON PARTNERSHIP, a Florida general partnership organized under the laws of the State of Florida, having its principal place of business at Post Office Box 1386, Tallahassee, Florida 32302, herein referred to as "Lessor".

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Premises. Lessor leases to Lessee the second floor premises, located at 217 South Adams Street, City of Tallahassee, County of Leon, State of Florida, consisting of approximately 2,700 square feet. This lease includes access to the front stairway and rear exit. Lessee shall have the right of first refusal to lease the downstairs, when available.

2. Term. The initial term of this lease is eight (8) years, said term beginning on July 1, 2005. The Lessee shall have two (2) five-year options to renew this lease upon the same terms and conditions as set forth herein, and shall exercise such option by written notification to the Lessor not less than 60 days prior to the expiration of initial term or any renewals of the lease.

3. Base Rent. As consideration for this lease, the Lessee shall pay to the Lessor at its offices as stated above or at such other place as the Lessor shall designate in writing to Lessee, promptly on the first day of each month, in advance, during the term of this lease, a monthly base rental, beginning September 1, 2005, of TWO THOUSAND DOLLARS (\$2,000.00). Beginning September 1, 2007, base rent shall increase to FOUR THOUSAND ONE HUNDRED TWENTY DOLLARS (\$4,120.00) per month. Each year thereafter the rent shall increase at the rate of 3% for the remainder of the initial term, and any renewals thereof.

4. Taxes.

A. Lessee agrees to remit to Lessor with each monthly payment of rent any sales taxes required by law.

B. Lessee shall pay one-half of the real estate taxes on the premises, based upon the prior year's assessment. Such taxes may be paid monthly or in November of each year at Lessee's choice. Lessor shall file with Lessee a copy of the annual property tax bill upon receipt by Lessor.

5. Utilities. Lessee shall be allowed to install, at its own expense, a separate electric meter for the portion of the premises leased. Otherwise, Lessee shall pay one-half of the monthly charge for water, sewer, gas, electricity and other utility charges imposed by the City of Tallahassee, within ten (10) days from receipt of a copy of the charges imposed.

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6. Liability Insurance. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises within the sole control of the lessee during the term of this lease or any extension thereof, except such damages caused by breach of Lessor to maintain the premises as required herein. Lessee shall save harmless, defend, and indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

7. Use of Premises. The premises are to be used for any lawful purposes, including the purpose of lobbying activities. Lessee shall restrict its use to such purposes without written consent of Lessor, which written consent will not be unreasonable withheld. As used herein, professional law offices does contemplate that so much of the leased premises as desired by Lessee may also be utilized for related purposes.

8. Restrictions on Use. Lessee shall not use the premises in any manner that will compromise the structural integrity of the building or that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. Lessee shall not keep, use, or sell

anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

9. Waste, Nuisance, or Unlawful Activity. Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

10. Repairs and Maintenance. Lessee shall maintain the interior of the premises and keep them in good repair at its expense, except that exterior walls and roof will be maintained in good condition by Lessor.

It is understood and agreed that a mold condition exists in the premises as of the date that this lease is executed, and that Lessor shall remediate the mold condition in the premises in accordance with the proposal attached as Exhibit A in conjunction with the commencing of improvements within the facility by the Lessee. Lessor shall furnish to Lessee a certification by Serve Pro that the mold condition no longer exists. Lessee agrees that any wallpaper utilized in the interior of the premises shall be breathable wallpaper.

Lessor shall also maintain the air conditioning system, including the duct work, return air and shall have in place a maintenance agreement for such system. Lessor shall not be under any obligation to repair such walls or roof until Lessor receives written notice from Lessee outlining the details of repairs that are needed,

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after which time repairs shall be made within thirty (30) days, except due to circumstances beyond the control of the Lessor. If Lessor fails to perform any required repairs hereunder within thirty (30) days after notice to Lessor of the needed repairs, the Lessee may do so and deduct the same from rentals due, unless such failure is due to an act of God or circumstances beyond the control of the Lessor. Lessee shall be authorized to have repaired at the expense of the Lessor the air conditioning failure promptly if need arises, utilizing the contractor designated by Lessor.

11. Use and Condition of Premises. The Lessor warrants that the premises will be maintained in the condition commensurate with its intended use and that the Lessee will have quite enjoyment of the premises. The failure of the Lessor to so perform will constitute a default hereunder which, after Lessor having been provided notice and thirty days to cure said default, will allow the Lessee to terminate this lease and employ any remedies it may have in law or equity for failure of Lessor to cure. Lessee shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as when Lessee took possession, allowing for reasonable use and wear. Before delivery, Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.

12. Partial Destruction of Premises. Partial destruction of the leased

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premises shall not render this lease void or voidable, nor terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessor shall repair them promptly when such repairs can be made in conformity with governmental laws and regulations. Rent will be reduced proportionately to the extent to which the repair operations made within the time specified above interfere with the business, and Lessor shall have the option to make repairs within a reasonable time and continue this lease in effect with proportional rent rebate to Lessee as provided for herein. If damage to the premises encompassed 70% or more of the usable square footage of the leased space, this lease, at Lessee's option, may be immediately terminated with no further obligation to Lessee.

13. Entry on Premises by Lessor. Upon prior notice and without interfering in the normal business use of the premises, Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so.

14. Signage. Lessee shall not paint or place signs upon the windows, corridor doors, exterior walls or doors, balcony or roof of the premises or building on which the premises are located without the written consent of the Lessor, which

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said consent shall not be unreasonably withheld; and provided further the parties specifically acknowledge that the Lessee shall be allowed to erect and maintain a sign on the first floor exterior of the building consistent with the architecture of the building and governmental regulation which will read as follows: Roetzel and Andress, L.P.A. Lessor may remove at the expense of the Lessee any signage not previously approved by Lessor. It is further understood that the Lessee will be erecting a secured door in the first floor lobby entranceway, which will include signage indicating the name of the Lessee.

15. Liability Insurance. Lessee shall procure and maintain in force at its expense during the term of this lease and any extension thereof public liability insurance with insurers approved by Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of Five Hundred Thousand Dollars (\$500,000) for each person injured, Two Million dollars (\$2,000,000) in the aggregate for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage. The insurance policies shall provide coverage for Lessor as co-insured on any claims or losses. Evidence of insurance coverage shall be delivered to Lessor for keeping. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least 15 days prior to cancellation or refusal to renew any policy. If the insurance policies are not

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W.W.



kept in force during the entire term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an addition to the rent installment for the month following the date on which the premiums were paid by Lessor.

Lessee shall bear the risk of loss for Lessee's personal property on the premises, except for damage to Lessee's personal property as a direct result of needed repairs to the roof and/or exterior walls, provided Lessee has given Lessor notice of the need for such repairs.

Lessor shall maintain fire and casualty and liability insurance on the building, common areas and those portions of the premises not otherwise covered by Lessee insurance.

16. Assignment. Sublease or License. Lessee shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld so long as the use is in compliance with Paragraph 7.

17. Lessor's Remedies Upon Default:

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(a) The occurrence of one or more of the following is an event of default by Lessee:


(i) Lessee fails to pay rent or make any other payment required by this lease when due and the failure continues for 10 days after written notice.

(ii) Lessee fails to perform and comply with any obligation imposed upon Lessee by this lease, other than the obligation to pay rent in (i) above, and the failure continues for 15 days after Lessor gives Lessee written notice thereof, or, if the failure cannot be cured within 15 days even with the exercise of all reasonable and diligent effort, Lessee fails to commence all reasonable curative action within 10 days after the Lessor gives lessee written notice thereof and/or Lessee fails to diligently and continuously to prosecute the curative action to completion.

(iii) Proceeding under the Bankruptcy Act for bankruptcy or corporate reorganization or arrangement have been filed by or against Lessee, and if tiled against Lessee have not been dismissed within sixty days after the filing.

(iv) Lessee makes an assignment of Lessee's property for the benefit of creditors.

(v) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Lessee's property and within 30 days after appointment the officer is not discharged and possession of the property is not restored to Lessee.

W.S.W. 

(vi) Lessee's interest in the premises or under this lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled and discharged within 30 days after its occurrence.

(vii) Lessee abandons the premises.

(b) If any such event of default occurs and exists. Lessor may (without further notice) immediately or at any time thereafter do one or more of the following:

(i) Reenter and repossess the premises, and remove any property therein and store the same elsewhere at Lessee's expense, without relieving Lessee from any liability or obligation.

(ii) Relet the premises or any part thereof for Lessee's account, but without obligation to do so and without relieving Lessee from any liability or obligation. Any amount received by Lessor from reletting will apply first to all reasonable costs and expenses incurred by Lessor in reletting (including without limitation broker's commissions, advertising, expenses, attorney's fees, and cleaning and remodeling expense).

(iii) Bring an action then or thereafter against Lessee to recover the amount of any payment owing the Lessee to Lessor as the same is due, becomes due, or accumulates.

W.W. [Signature]

(iv) Terminate this lease by giving Lessee written notice thereof, without relieving Lessee from any liability or obligation for payments theretofore becoming due or for present and prospective damages resulting from Lessee's default.

(v) Without any obligation to do so, advance any sums reasonably necessary to cure a default by Lessee. In such event, sums advanced by Lessor shall be repayable to Lessor within 10 days after Lessor provides to Lessee notice of such payments.

(c) If Lessee fails to pay Lessor any amount that Lessee is obligated to pay, Lessee shall pay Lessor interest thereon at the rate of 15 percent per year on the amount of the delinquency or deficiency from the date due until the date paid, which interest becomes due daily upon accrual.

(d) Lessor's remedies set forth in this lease are cumulative and not in limitation to any remedies given by law.

18. Mechanic's Lien.

(a) Lessor's interest in the premises is not subject to improvements made by Lessee to or upon the premises and such liability is expressly prohibited as contemplated by Section 713.10, Florida Statutes.

(b) Lessee shall not cause or permit any mechanic's lien to be placed against the premises. If any mechanic's lien is placed, or any claim thereof is filed, against

W.W. [Signature]

the premises as a result of anything done or permitted by Lessee, Lessee shall promptly cause the same to be removed, and shall indemnify Lessor and hold Lessor harmless from adverse effect thereof.

19. Attorneys Fees. In any litigation arising out of this lease, the prevailing party shall be entitled to reasonable attorney fees and costs.

20. Condemnation. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by the Lease for the purposes of its business, will not terminate this lease. The effect of any condemnation, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental of the remainder of the lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of Lessee.

21. Consent to Modification of Lease Upon Request of Lessor's Mortgagee. Should any banking institution, insurance company, savings and loan association, real estate investment trust or other recognized institutional lending institution of similar character, to whom Lessor is applying for a loan which, if granted, would make such lender Lessor's mortgagee, request reasonable modifications in this lease, the effect of which would not change the rental or other economic terms of this lease or increase Lessee's expenses or the risk to

which Lessee is exposed, Lessee agrees to modify this lease in accordance with such reasonable request.

22. Certification Concerning Encumbrances on Request of Mortgagee.

Either party shall, without charge, at any time and from time-to-time hereafter, within 10 days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or proposed mortgagee: (a) as to whether this lease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this lease, in accordance with its tenor as then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims, or defenses hereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this lease; and (f) as to any other matters as may be reasonably so requested.

Any such certificate may be relied upon by the party requesting its and the entity to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

23. Locks. To ensure that the security of the office is maintained, additional locks or latches may be put on any door leading to the premises. At the termination of this lease, Lessee shall return to Lessor all keys to doors in the

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premises. Lessor shall provide two keys of current locks or latches to Lessee without charge.

24. Improvements and Renovations. Before making any improvements or renovations to the premises, Lessee shall secure the approval of Lessor for any plans and specifications for improvements or renovations, which consent will not be reasonably withheld. Further, Lessee's contractor for improvements or renovations shall be subject to the approval of Lessor, which consent will not be reasonably withheld. Lessee agrees to pay for such improvements and renovations. Lessor agrees that Fritz Construction, Inc., is acceptable.

25. Improvements of Premises Prior to Beginning of Term. Lessee accepts the leased premises "as is" except as to the mold as referred to in Paragraph 10 or otherwise specified in this lease. Lessor further agrees that plans prepared by Barnett Fronczak Architects for improvements to the leased premises and attached as Exhibit B are accepted.

26. Notices. Any notices required hereunder shall be mailed to the parties hereto at the addresses noted on the first page of this lease agreement with a duplicate copy to Roetzel & Andress, 222 South Main Street, Akron, Ohio 44308; attn: Sue Atkinson, COO, or otherwise directly by either of the parties.

27. Damage to Premises. Lessee shall indemnify and hold harmless Lessor for any damage, whether intentional or inadvertent, done to the premises or

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was. [signature]

the property, whether real or personal, of the Lessor by Lessee's employees, agents, invitees, permittees or guests. Upon the occurrence of such damage, Lessee subject to the approval of Lessor, shall undertake an immediate repair of the damage and bear the full cost thereof. Lessor shall indemnify and hold harmless Lessee for any damage, whether intentional or inadvertent, done to the premises or the property of the Lessee, whether real or personal, by Lessor's employees, agents, invitees, permittees, or guests, and shall pay Lessee for such damage.

28. Agreement: Governing Law. This lease constitutes the entire agreement between the parties and cannot be modified except by a written instrument executed by both parties. This lease is to be construed and governed by the Laws of the State of Florida, and any litigation stemming from this agreement shall be in Circuit Court in Leon County, Florida.

29. Security Deposit. As security for the performance of its obligations under this lease, including but not limited to, the payment of rent and maintaining the premises in good condition and repair, Lessee hereby deposits with Lessor FOUR THOUSAND DOLLARS (\$4,000.00). Said deposit shall be held by Lessor and applied to Lessor's damages arising from Lessee's failure to perform its obligations under this lease. Said deposit shall not be deemed a limitation upon Lessor's damages or remedies hereunder. In the event Lessor's damages exceed

W. W. [Signature]



the amount deposited herewith, Lessor may exercise any remedy hereunder, including seeking damages from a court of competent jurisdiction.

Upon expiration of the lease, the premises shall be returned to Lessor in clean, serviceable condition. All permanent Lessee improvements shall become the property of Lessor. The Lessee shall be responsible to reseal the doorway between buildings in a manner satisfactory to Fire and Building Code of the City of Tallahassee and to restore any other building alteration to original condition at Lessor's option.

30. Radon Gas. The Florida Statutes require that all leases of buildings or building space included the following notice:

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

IN WITNESS WHEREOF, the parties have executed this lease effective this 1<sup>st</sup> day of August, 2005, the day and year first above written.

GR  
WW

WITNESSES, as to Lessor

Alison M. Sullivan  
Signature of Witness  
Alison M. Sullivan  
Typed/Printed Name of Witness

Angela R. Triplett  
Signature of Witness  
Angela R. Triplett  
Typed/Printed Name of Witness

WITNESSES, as to Lessee

Alison M. Sullivan  
Signature of Witness  
Alison M. Sullivan  
Typed/Printed Name of Witness

Alison M. Sullivan  
Signature of Witness  
Alison M. Sullivan  
Typed/Printed Name of Witness

ROETZEL AND ANDRESS, L.P.A.

By: Wilbur E. Brewton  
Wilbur E. Brewton

LANGSTON PARTNERSHIP

By: William J. Roberts  
William J. Roberts, Partner

By: Wilson W. Wright  
Wilson W. Wright, Partner

STATE OF FLORIDA )  
COUNTY OF LEON )

BEFORE ME personally appeared Wilbur E. Brewster to me well known and known to me to be the individual described in and who executed the foregoing instrument as a Partner of ROETZEL AND ANDRESS, L.P.A., and acknowledged to and before me that he executed such instrument as such Partner and that said instrument is the free act and deed of the Professional Association.

WITNESS my hand and official seal, this 1<sup>st</sup> day of August, 2005.



Angela R. Triplett  
Commission #DD231980  
Expires: Aug 25, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Angela R. Triplett  
NOTARY PUBLIC

Angela R. Triplett  
Typed/Printed Name of Notary Public

My Commission No: DD231980

My Commission Expires: 8/25/07

STATE OF FLORIDA )  
COUNTY OF LEON )

BEFORE ME personally appeared WILLIAM J. ROBERTS and WILSON W. WRIGHT to me well known and known to me to be the individuals described in and who executed the foregoing instrument as partners of LANGSTON PARTNERSHIP and acknowledged to and before me that they executed such instrument as such partners and that said instrument is the free act and deed of the Professional Association.

WITNESS my hand and official seal, this 1<sup>st</sup> day of August, 2005.



Angela R. Triplett  
Commission #DD231980  
Expires: Aug 25, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Angela R. Triplett  
NOTARY PUBLIC

Angela R. Triplett  
Typed/Printed Name of Notary Public

My Commission No: DD231980

My Commission Expires: 8/25/07

EXHIBIT A TO LEASE

Lessor shall furnish to Lessee a copy of the proposed agreement with Serve Pro within fifteen (15) days from the date of this Lease, and will furnish a copy of the certification of mold treatment from Serve Pro upon completion.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.