

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "**Lease**"), is made and entered into this 1st day of September 20 24, by and between **Rebecca Ann Duvall, TR**, whose address is **1300 NW Lakeside Trail, Stuart, FL 34994-9545** (hereinafter referred to as the "**Landlord**"), and Fences by Cash, LLC, whose address is 1035 SE Holbrook Circle, Port St. Lucie, FL 34952 (Building C, Unit 5) (hereinafter the "**Tenant**").

Tenant attests that the name of the company and type of business conducted on the leased premises are as follows: Fence Material Storage

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration contained herein, the parties hereby agree to the terms as follows:

1. Premises And Term. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on that part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate (the "**leased premises**" or the "**Premises**"), situated in Port St. Lucie, Florida, to wit:

Unit 5 of Building C, comprising approximately 1440 square feet of the building located at 1035 SE Holbrook Circle, Port St. Lucie, FL 34952 (the "**Building**"), as depicted on the site plan attached hereto as Exhibit A and incorporated herein by this reference.

with all rights, easements and appurtenances thereto belonging, including the accessways, parking spaces and common areas, for a term of 1 () years, commencing at midnight of the day previous to the first day of the Lease term, which shall be on the 1st day of September 20 24 ("**Commencement Date**") and ending at midnight on the last day of the Lease term, which shall be on the 31st day of August 20 25, upon the condition that the Tenant pay rent therefor, and otherwise performs as in this Lease provided.

2. Rent. Tenant agrees to pay to Landlord as rent for said term, as follows: the total **annual** rent for the Premises shall be \$11.00 per square foot, plus CAM charge of \$85.00 (CAM charge set annually; Tenant notified annually of CAM charge amount), (including water, sewer, and dumpster; but not including electric, internet, nor any other utilities), payable in monthly installments as follows:

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Rent \$1320.00/Mo.

CAM \$85.00/Mo.

Total Rent: \$.1405.00/Mo. (plus applicable Sales Tax)

Sales Tax: 3 %

Total monthly: 1447.15/Mo. due on or before the 1st day of the month

In advance, the first rent payment becoming due upon the 1st day of September 2024, and the same amount, per month, in advance, on the 1st day of each month thereafter, during the first year of the Lease. Monthly Rent payments shall increase annually by three percent (3%) each year on the 1st of the month following the anniversary of the Commencement Date. Rent for any partial month shall be prorated based on the number of days in the month Tenant is entitled to possession of the Premises. **All sums shall be paid to Water Pointe Realty Group C/O Dan Brady at 3727 SE Ocean Blvd. Suite 100, Stuart, FL 34996**, or at such other place as the Landlord may, from time to time, designate in writing. In the event Tenant fails to make any monthly Rent payment on or before the 5th day after the day it is due, then Tenant shall also pay to Landlord a late charge in an amount equal to five percent (5%) of the amount of such overdue payment.

3. **No Automotive Repair Businesses.** Tenant agrees that the business operated at the Premises will not involve Automotive Repair Services and shall be in violation of this Lease if Automotive Repair is performed on the Premises.

4. **Interior.** Tenant agrees to properly maintain, and to repair any damages, to the interior of the Premises, at full cost to the Tenant and no cost to the Landlord, for the entirety of the Lease. Tenant further agrees that modifications of the interior, including but not limited to work requiring a permit, must first be approved by the Landlord and will be paid in full by the Tenant at no cost to the Landlord. Tenant shall provide Landlord with a copy of any keys to said unit.

5. **Method Of Payment.** Tenant agrees that any and all payments will be made to the Landlord via ACH, or by check or money order via the mail. If payment is made by mail, the mail must be postmarked no later than seven (7) days before the due date.

6. **Partial Payment.** Tenant agrees that payment is due in full on the due date. Any partial payment will result in the accrual of eighteen (18%) percent interest per annum on the remaining balance.

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7. **Parking.** Tenant agrees that all parking areas must be kept free of debris and regularly checked for such. The parking lot is not to be used for overnight parking, or storage of any kind, unless otherwise specifically assigned elsewhere in this Lease. No non-working vehicles, motorcycles, or boats are permitted to be stored on the Premises. Tenants are only permitted to use the parking spaces directly adjacent their designated unit, single vehicle deep (see attached parking map, Exhibit A).

8. **Warehouse Plaza Owner's Condo Association Rules.** All Tenants, regardless of whether the Premises of the unit rented is located in the Warehouse Plaza or not, agree to abide by the Rules of the Warehouse Plaza Owner's Condo Association, attached hereto as Exhibit B.

9. **Acceleration.** In case the rent or any other sum payable hereunder remains unpaid for thirty (30 days), or Tenant has filed for bankruptcy, the Tenant agrees that the whole rent for the balance of the term, or any part thereof, at the option of the Landlord, shall immediately become due and payable as if by the terms of the Lease it were payable in advance, and Landlord may immediately proceed to collect or bring action for the whole rent or any part thereof, as if it were in arrears, or may proceed to obtain a judgment thereon. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein required to be paid by Tenant or any other amount owing shall be deemed to be other than on account of the earliest unpaid rent.

10. **No Accord and Satisfaction.** No endorsement or statement on any check or payment shall constitute an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided in this Lease.

11. **Security Deposit.** Tenant shall be required to pay first and last months' rent and a security deposit in the amount of \$1000.00, previously paid by Tenant pursuant to a prior lease agreement. Said security deposit shall remain in place for the purposes of this lease agreement. It is agreed that Landlord, at Landlord's option, may at any time apply said sum or any part thereof towards the payment of the rents and all other sums payable by Tenant under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro-rata; that Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord so to do; that in the event the security deposit shall not be utilized for any such purposes, then such deposit shall be returned by Landlord to Tenant within ten (10) days after the expiration of the term of this Lease. Landlord shall not be required to pay Tenant any interest on said security deposit, nor keep said security deposit or any part thereof segregated or earmarked for any purpose or purposes whatsoever.

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12. **No Assignment.** The Tenant shall not assign this Lease, nor sublet the premises or any part thereof, not use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated without the written consent of Landlord, All assignment decisions will be at the Landlord's sole discretion. No assignment or sublease shall release Tenant from any of his liabilities or duties hereunder.

13. **Maintenance.** Landlord shall be responsible for maintaining: the electrical system, roof (including plumbing lines if broken), structural components, and exterior walls of the Building, and all common property surrounding the Building. Landlord will be responsible for replacing HVAC at the natural end of the life of the HVAC. Tenant must notify Landlord immediately of any issues with HVAC. Regular maintenance of the HVAC unit shall be the responsibility of Tenant. All other maintenance responsibilities not specifically identified above, and their resulting costs, shall be borne by Tenant. Tenant shall give Landlord written notice of needed repairs for applicable items, and Landlord shall have a reasonable time to make said repairs. Tenant, upon taking possession, shall be deemed to accept the premises in the existing condition at the beginning of this Lease Agreement. Tenant shall maintain said premises in the same condition, order, and repair as they are at the commencement of the term, excepting only reasonable wear and tear.

14. **Default.** Tenant shall be in default under this Lease if any of the following events shall occur:

- a. Tenant defaults in the payment of any rent or any other payments when due
- b. Tenant defaults in fulfilling any of the other covenants or obligations of this Lease and such default has not been cured within thirty (30) days after written notice from Landlord to Tenant specifying the nature of said default; or if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said thirty (30) day period, and Tenant has not commenced curing or remedying said default within such thirty (30) day period and shall complete said cure no later than an additional thirty (30) days after the written notice.
- c. At any time during the term of this lease should there be filed by or against Tenant or against any successor tenant then in possession, in any court, pursuant to any statute, either of the United States or any state, a petition in bankruptcy, appointing a receiver or trustee, or any similar type of proceeding, and that proceeding has not been dismissed within a period of sixty (60) days; or
- d. Tenant makes or proposes to make an assignment of the benefit of creditors, or
- e. Tenant does, or permits to be done, any act which creates a construction lien or other lien or claim against the premises or the building, and same is not cured or bonded off within thirty (30) days after notice.

15. **Landlord's Rights After Default.** If Tenant is in default of this Lease:

- a. Landlord may treat the default as an anticipatory breach of this Lease and, in addition to retaking possession, may bring an action immediately for all damages resulting therefrom.

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- b. Landlord shall recover from Tenant all damages it may incur by reason of Tenant's default, all of which shall be immediately due and payable from Tenant to Landlord.
- c. Landlord may retake possession of the premises, or any part thereof, on its own behalf, without thereby relieving Tenant from any liability for damages accruing prior to or after such retaking.
- d. Landlord may terminate the rental agreement, retaking possession of the premises, and terminating any further liability of the tenant.
- e. Landlord may stand by and take no action, holding the Tenant liable for rent as it comes due.
- f. Landlord may retake possession of the premises and attempt to re-let the premises, or any part thereof, as Landlord may deem appropriate.
- g. The pursuit by Landlord of any particular remedy, whether specified herein or otherwise, shall, to the extent permitted by law, not preclude Landlord from pursuing any other remedy or remedies available to it at law or in equity, all of which shall be deemed to be cumulative.

All remedies herein provided for are a matter of law. The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing. The maintenance of any action or proceeding to recover possession of the premises or any installment or installments of rent or any other moneys that may be due or become due from Tenant to Landlord shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery or possession of the premises or of any other moneys that may be due or become due from Tenant, including all reasonable expenses, court costs and attorneys' fees incurred by Landlord in recovering possession of the premises and all reasonable costs and charges for the care of the premises while vacant.

16. Attorney's Fees. If the Tenant defaults in the performance of any of the covenants of this Lease and by reason thereof the Landlord employs the services of any attorney to enforce performance of any covenant by the Tenant, to evict the Tenant, to collect moneys due by the Tenant, or to perform any service based upon said default, then in any of said events, the Tenant does agree to pay all reasonable attorney's fees and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

17. Tenant's Personal Property and Fixtures. All personal property and fixtures placed or moved in the leased premises shall be at the risk of the Tenant. Landlord shall not be liable to the Tenant for any damage to said personal property or fixtures arising from any cause of any kind whatsoever, including, but not limited to: (a) the bursting or leaking or obstruction of water pipes or plumbing fixtures; (b) from any act of other occupants or co-tenants of the building, or of any other person whomsoever; (c) theft, casualty, or accident of any kind whatsoever; (d) roof leaks; (e) wall or floor leaks or seepage; or (f) any other reason whatsoever. Tenant shall secure risk insurance to cover the complete value of all such personal property and fixtures to cover any possible loss or damage, and shall hold Landlord harmless therefrom.

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18. Tenant's Compliance. The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, County, and City governments, and of any and all their Bureaus and Departments applicable to said premises, and for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during the term hereof; and shall also promptly comply with and execute all rules, orders, regulations, and requirements of any insurance company providing coverage, or about to provide coverage for the leased premises, as such rules, orders, regulations, and requirements pertain to the safe operation of the leased premises and its general maintenance, all at Tenant's own cost and expense.

19. Destruction by Fire or Casualty. Tenant shall give prompt notice to Landlord in case of fire or other damage to the premises or the building containing the premises. In the event the premises are damaged by fire, explosion, flood, hurricane, or any other casualty event after commencement of the term of this Lease, the Lease shall continue in full force and effect. If the extent of the damage is less than fifty percent (50%) of cost of replacement of the premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to do repair if such fire, explosion or other casualty is caused directly by the negligence, gross negligence or willful or wanton acts of Tenant, its subtenants, permitted concessionaires, or their agents, servants, guests, invitees, or employees, and provided further that Landlord shall only be obligated to expend for such repair amounts equal to any insurance proceeds recovered or recoverable as a result of such damage. In no event shall Landlord be required to replace Tenant's fixtures, furniture, furnishing, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, Landlord may elect either to either repair or rebuild the premises or terminate this Lease upon giving notice of such election to Tenant within sixty (60) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the premises untenantable, in a manner greater than fifty (50) percent of occupancy, and the damage shall not have been due to the default or neglect of Tenant, or of its negligent, gross negligent or willful or wanton acts of Tenant: rental shall be abated.

20. Condition of Premises when Tenant Vacates. When Tenant vacates the leased premises, he shall (a) repair all drywall in a professional manner so that no holes remain, (b) remove all trash and debris, and leave the premises broom clean, (c) deliver all keys to all doors and all locks thereon to Landlord to eliminate the need for a locksmith to create such keys.

21. Successors and Assigns. This contract shall bind the Landlord and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors, or successors, as the case may be, of the Tenant.

22. Time of the Essence. Time is of the essence of this contract, and this applies to all terms and conditions contained herein.

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23. **Notice.** Written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Tenant, and written notice mailed or delivered to the office of the Landlord shall constitute sufficient notice from the Tenant to comply with the terms of this contract.

24. **Indemnification.** In consideration of the leased premises being Leased to Tenant for the above-described rental, Tenant agrees: that Tenant, at all times, will indemnify and keep harmless Landlord from all losses, damage, liabilities, and expenses which may arise or be claimed against Landlord. In the case Landlord, or any partner, shareholder, director, officer or employee of Landlord, shall be made a party to any litigation commenced by or against Tenant, the Tenant shall protect and hold Landlord or any partner, shareholder, director, officer or employee of Landlord, harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord, or any partner, shareholder, director, officer or employee of Landlord, in connection with such litigation.

25. **Tenant's Insurance.** Tenant shall maintain, at its own cost and expense, in responsible companies approved by Landlord, combined single limit commercial general public liability insurance, against all claims, demands or actions for bodily injury, personal injury or death of any one person in an amount of not less than \$1,000,000.00. Tenant shall insure its own goods. The policy of insurance may be in the form of a general coverage or floater policy covering these and other premises, provided that Landlord is specifically and additionally insured therein. Warehouse Plaza Owner's Association, Inc., must be named as additional insured. All of said insurance shall not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. Any insurance procured by Tenant shall contain an express waiver of any right of subrogation by the insurance company against Landlord. A copy of the policy or policies, together with a copy of the declarations page or a certificate as to the policy or policies, and satisfactory evidence of the payment of the premiums thereon, shall be provided to Landlord by Tenant annually.

26. **Signs.** Tenant warrants represents and covenants that it shall not install or erect any lawn signage or building signage. However, the Tenant shall be permitted to install a sign (only through Landlord's assigned vendor) on the existing marquee at Tenant's expense, so long as the Tenant obtains the prior written approval of Owner for said signage and Tenant obtains all necessary governmental approvals and permits.

27. **No Setoff Against Rent.** In the event Tenant shall have any claim against Landlord, said claim shall not be permitted to abate Tenant's obligation to pay monthly rent as it comes due. No such claim shall constitute a set-off against rent as it accrues until adjudicated by final judgment.

28. **Entire and Binding Agreement.** The Lease contains all of the agreements between the parties hereto, but shall not be binding until fully executed by both of the parties, and it may not be modified in any manner other than by agreement, in writing, signed by all parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Tenant and its respective successors and assigns.

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29. Landlord's Right to Sell. Landlord hereby reserves the right to sell, assign, or transfer this Lease upon the condition that in such event, this Lease shall remain in full force and effect, and upon the further condition that the assignee or transferee agrees to be bound to perform all the terms, covenants, and conditions of Landlord pursuant to this Lease. Upon any such sale, assignment, or transfer, other than merely as security, Tenant agrees to look solely to the responsibility of assignee or transferee with respect to all matters in connection with the Lease, and Landlord shall be released from any further obligations hereunder.

30. Waiver of Trial by Jury. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.

31. Governing Law. This Lease shall be construed, and the rights and obligations of Owner and Tenant shall be determined, according to the laws of the State of Florida. Venue shall lie in St. Lucie County, Florida.

32. Provisions Severable. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33. Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant to pay the rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. If Landlord does not collect any sums Tenant is obligated to pay when due, this shall not constitute a waiver of the right to collect such sums at any future time.

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

35. The Tenant Improvements and Fixtures shall remain on the Premises at the expiration of the Lease term without compensation to the Tenant.

36. Except as specifically revised herein, all terms and provisions of the Lease shall remain in full force and effect.

37. Cleanliness. Tenant will not leave any refuse or items of any size outside of the dumpster, will not place any prohibited items in the dumpster, including but not limited to food and/or construction debris, and will keep the dumpster lid closed at all times.

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38. **Structural Integrity.** Tenant shall not hang objects from or otherwise alter or interfere with any structural parts of the building, including but not limited to hanging objects from the trusses, beams, rafters, etc.

39. **Pest Control.** Landlord is responsible for pest control on the exterior of the building and the common area/property. Tenant is responsible for pest control in the interior of the building.

40. **Business Purposes Only.** Tenant agrees that the leased premises will never be used for residential purposes. No person(s) is permitted to reside, including but not limited to sleeping in the building after regular business hours, in the leased premises.

41. **Roll Up Doors.** Tenant shall be responsible for all maintenance to the roll up doors on the leased premises.

This Lease Agreement has been executed by the parties on the dates indicated below:

LANDLORD: REBECCA ANN DUVALL, TR By: _____ Rebecca Ann Duvall, TR. Date: _____	TENANT(S): _____ Fences by Cash, LLC By: _____ <i>Jay R. Cash</i> _____ Print Name _____ Title _____ Date: _____ July 17, 2024 _____ By: _____ <i>Todd C. Cash</i> _____ Print Name _____ Title _____ Date: _____ July 17, 2024 _____
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Landlord Witness

Date

Landlord Witness

Date

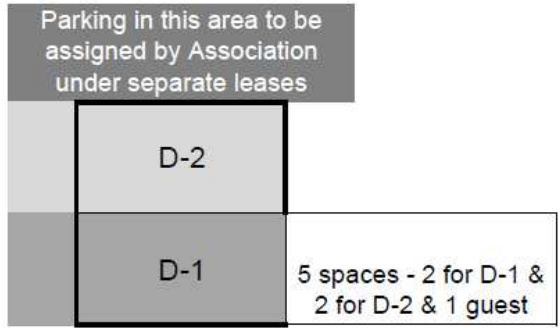
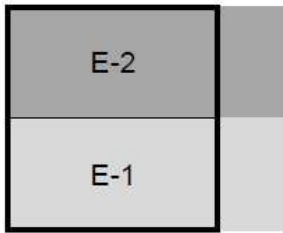
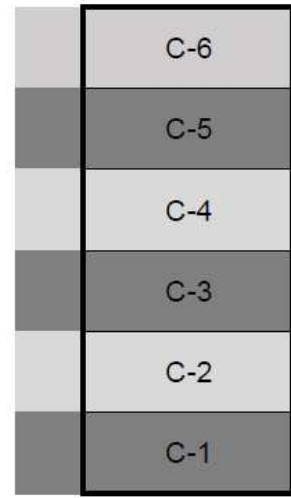
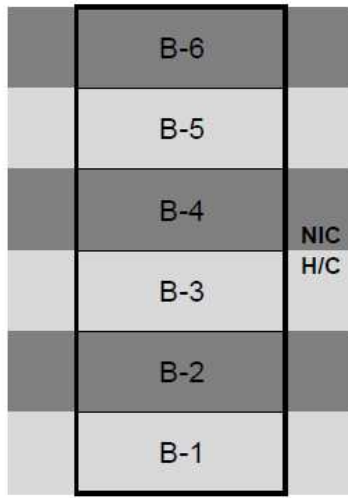
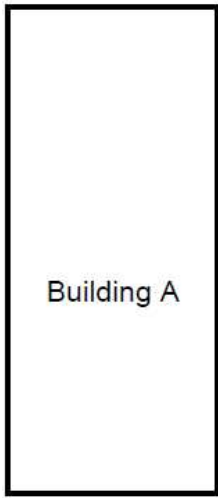
Tenant Witness

Date

Tenant Witness

Date

Exhibit A
Parking Map Addendum to Lease and Assigned Parking Spaces



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Tenant Initials

Landlord Initials

EXHIBIT "B"

WAREHOUSE PLAZA USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the building, in useful condition, exists upon the land.

- A. The use of each and every unit shall be subject to all use restrictions and limitations running with the land and shall not be in conflict with, nor in violation of, any present or future zoning ordinances of the City of Port St. Lucie., Florida; provided that any use which becomes a non-conforming but permissible use by virtue of a future ordinance shall be permissible.
- B. The use of the units shall be restricted to contractors, builders, building trades, manufacturers, suppliers, retail or wholesale outlets, offices, gymnasiums, gymnastics facilities, dance facilities, martial arts facilities and ancillary or related businesses. No automotive repair shall be permitted other than minor repairs to the Tenants own vehicles and in compliance with the rules and regulations promulgated by the association.
- C. The common elements, if any, and limited common elements shall be used only the for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the general or particular Tenant, their business invites and guests.
- D. No use shall be permitted which interferes with the peaceful possession and proper use of the property by other Tenants or Unit Owners. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, trash, or garbage shall be placed outside of dumpsters or allowed to accumulate nor any unreasonable fire hazard allowed to exist. No Tenant shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property unless said Tenant shall bear the expense of the increase in the cost of the insurance. In the application of these restrictions it shall be recognized that this is a commercial/ industrial condominium which may include the use of chemicals, machinery and processes unique to industrial activities, which uses shall be permitted.
- E. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
- F. After approval by the Association as elsewhere required, units may be rented, provided the occupancy is by the lessee only.
- G. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to Tenants upon request.

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- H. Unless prior approval has been obtained from the Association, in writing, a Tenant shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls or roof, including awnings and/ or storm shutters, doors or windows of Leased Unit; nor shall a Tenant affix or hang any lifts, hoists or similar items from roof trusses; nor shall a Tenant grow any type of plant, shrubbery, flower, vine or grass outside his unit; nor shall a Tenant place any furniture or equipment outside Leased Unit.
- I. All toxic waste shall be disposed of in strict compliance with governmental regulations and such regulations as may be imposed by the Association (which may include the requirement of liability insurance naming the Association as an additional insured). The Tenant shall hold the Association and Unit Owner harmless from all liability in connection with toxic materials.
- J. Parking will be assigned by the Association. The Association may regulate all aspects of parking including, without limitations, the types of vehicles or other items that may be used or be parked in the parking areas or other common elements. Inoperable or disabled vehicles, unsightly vehicles; or vehicles causing a disturbance to other Unit Owners or their Tenants are prohibited in the parking areas or other common elements. The Association may lease designated parking spaces for the storage of recreational vehicles, trucks, campers, trailers or similar vehicles.
- K. No materials of any kind may be placed on the common elements, without prior written approval of the Association.
- L. No unit may be used for residential purposes.

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Tenant Initials

Landlord Initials