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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 17, 2017

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.**

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction  
of incorporation)

000-55008

(Commission  
File Number)

47-4180540

(IRS Employer  
Identification No.)

4045 Sheridan Avenue, Suite 239  
Miami, FL

(Address of principal executive offices)

33140

(Zip Code)

Registrant's telephone number, including area code: (888) 963-7881

N/A

(Former name or former address, if changed since last report)

*With a copy to:*  
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Check the appropriate box below if this Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On May 23, 2017, Anu Life Sciences, Inc. (“ **Anu** ”), a Florida corporation and a wholly-owned subsidiary of Biotech Products Services and Research, Inc., a Nevada corporation (the “ **Company** ”), entered into that certain lease agreement (the “ **Lease** ”) with Sunwest Office Park, LLC a Florida limited liability company (the “ **Landlord** ”), pursuant to which Anu has agreed to lease Bay 408 of Building D located at 15481 SW 12 Street, Sunrise, FL 33326 consisting of approximately 3,500 square feet (the “ **Leased Premises** ”) for the “permitted use,” defined in the Lease office, laboratory, research, processing, manufacturing, storage and distribution of biologics and other human tissue derived products and for no other purpose. The term of the Lease is five years, commencing on July 1, 2017, for \$66,395.00 of minimum rent in year 1 to \$90,579.96 of minimum rent in year 5 and annual adjustments of Anu’s proportionate share of operating expenses, including real estate taxes. Anu has two (2) options to renew the Lease of five (5) years each with rental rates in the option term to increase 3% per annum.

Anu may not assign the Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent. In the event of any permitted assignment or subletting, Anu shall remain primarily liable under the Lease, and any extension, expansion, rights of first offer, rights of first refusal or other options granted to Anu under this Lease shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises.

Notwithstanding anything to the contrary contained in the foregoing paragraph, Anu shall have the right, without Landlord's consent, but upon ten (10) days prior notice to Landlord, to (a) sublet all or part of the Leased Premises to any related corporation or other entity which controls Anu, is controlled by Anu or is under common control with Anu; (b) assign all or any part of the Lease to any related corporation or other entity which controls Anu, is controlled by Anu, or is under common control with Anu, or to a successor entity into which or with which Anu is merged or consolidated or which acquires substantially all of Anu's assets or property; or (c) effectuate any public offering of Anu's stock on the New York Stock Exchange or in the NASDAQ over the counter market, provided that in the event of a transfer pursuant to clause (b), the tangible net worth after any such transaction is not less than the tangible net worth of Anu as of the date hereof and provided further that such successor entity assumes all of the obligations and liabilities of Anu (any such entity hereinafter referred to as a "Permitted Transferee"). For the purpose of the foregoing, (i) "control" shall mean ownership of not less than fifty percent (50%) of all voting stock or legal and equitable interest in such corporation or entity, and (ii) "tangible net worth" shall mean the excess of the value of tangible assets (i.e. assets excluding those which are intangible such as goodwill, patents and trademarks) over liabilities. Any such transfer shall not relieve Anu of its obligations under the Lease.

The Lease contained customary mutual indemnification clauses.

A copy of the Lease is filed as an exhibit to this Form 8-K and is incorporated by reference herein.

### Item 3.02 Unregistered Sales of Equity Securities.

The disclosure contained in the section entitled “Equity Award” under Item 8.01 of this Form 8-K is incorporated by reference herein.

The Company issued the 1,000,000 shares of unregistered common stock to Mr. Taddeo under the exemption from the registration requirements of the Securities Act of 1933, as amended (the “**Securities Act**”), available under Section 4(a)(2) promulgated under the Securities Act due to the fact that the issuance was isolated and did not involve a public offering of securities.

### Item 8.01 Other Events.

As previously reported by Biotech Products Services and Research, Inc., a Nevada corporation (the “**Company**”), on a Current Report on Form 8-K filed with the Commission on March 15, 2017, on February 28, 2017, Peter Taddeo (“**Mr. Taddeo**” or the “**Executive**”) was appointed as the Chief Executive Officer and member of the Board of Directors of Mint Organics, Inc., a Florida corporation and a subsidiary of the Company (“**Mint Organics**”).

In connection with the foregoing, on May 17, 2017, Mr. Taddeo and Mint Organics entered into an Employment Agreement (the “**Agreement**”), dated May 1, 2017 (the “**Effective Date**”).

Below is a summary of the material terms of the Agreement, a copy of which has been filed as an exhibit to this Form 8-K and is incorporated by reference herein.

- **Term.** The term of Mr. Taddeo’s employment shall be effective as the Effective Date and shall continue until the third anniversary thereof, unless terminated earlier pursuant to the terms of the employment agreement; provided that, on such third anniversary of the Effective Date and each annual anniversary thereafter (such date and each annual anniversary thereof, a “**Renewal Date**”), the agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of its intention not to extend the term of the Agreement at least 90 days’ prior to the applicable Renewal Date. The period during which the Executive is employed by the Company under the Agreement is referred to as the “**Employment Term**.”
- **Base Salary.** The Company shall pay Mr. Taddeo an annual rate of base salary of \$180,000 during the period prior to the Company, through one of its subsidiaries, or by other means, obtains or acquires access for a license from a state to dispense cannabis (“**License**”) which shall accrue commencing as of the Effective Date and shall be payable upon the Company generating sufficient net revenue or obtaining sufficient third party financing; and thereafter payable in periodic installments in accordance with the Company’s customary payroll practices, but no less frequently than monthly. Mr. Taddeo’s base salary shall automatically be adjusted to an annual rate of base salary of \$250,000 once the License is obtained. Mr. Taddeo’s base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term. The Executive’s annual base salary, as in effect from time to time, is referred to as “**Base Salary**”.
- **Signing Bonus.** The Company shall pay Mr. Taddeo a lump sum cash signing bonus of \$25,000 (the “**Signing Bonus**”) in which shall be accrued and paid by the Company upon the Company having sufficient cash flow.
- **Equity Award.** As incentive to enter into the Agreement, on the Effective Date, the Company granted the Executive 1,000,000 shares of unregistered common stock of the Company, vesting on the date the Company, through one of its subsidiaries, obtains the License, or December 31, 2017, whichever is earlier, and provided that Mr. Taddeo’s employment has not been terminated prior to the time the vesting conditions have been met.
- **Equity Plan.** Mr. Taddeo shall be eligible to receive annual equity awards under the Company’s equity plan, if any, which is no less favorable than is provided to other key executive management members of the Company.
- **Fringe Benefits and Perquisites.** During the Employment Term, Mr. Taddeo shall be entitled to fringe benefits and perquisites consistent with the practices of the Company, and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company. Notwithstanding the foregoing, during the Employment Term, the Company shall provide Mr. Taddeo with the following benefits:
  - (a) Health and dental insurance for the Executive and his spouse which is no less favorable than is provided to other similarly situated executives of the Company; Company shall also agree to reimburse the amount of family deductible required to be paid by insured under such plans or contribute the maximum allowable HSA contribution limits per year depending on which type of plans are obtained by the Company.
  - (b) An automobile expense allowance of \$1,000 per month.
  - (c) Reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred by the Executive in connection with the performance of the Executive’s duties in accordance with the Company’s expense reimbursement policies and procedures; provided, however, any expenditure or budget for travel and entertainment shall be pre-approved by the Executive’s Supervisor.

- **Termination.** The Company may terminate Mr. Taddeo's employment agreement at any time with or without "Cause" (as defined in the agreement) and Mr. Taddeo may resign at any time with or without "Good Reason" (as defined in the Agreement).

(a) If Mr. Taddeo's employment is terminated by him for Good Reason or by the Company without Cause or on account of the Company's failure to renew the Agreement in accordance with the Agreement, then Mr. Taddeo shall be entitled to receive the Accrued Amounts and the execution of a mutual release of claims to each party, their affiliates and their respective officers and directors in a form (to be reasonable and customary for this purpose) provided by the Company (the "**Release**"), the Mr. Taddeo shall be entitled to receive the following:

(i) continued Base Salary for two years following the Termination Date or the remaining term of the Agreement at time of Termination, whichever is longer;

(ii) a payment equal to the product of (i) the Annual Bonus, if any, that Mr. Taddeo would have earned for the fiscal year in which the Termination Date occurs based on achievement of the applicable performance goals for such year and (ii) a fraction, the numerator of which is the number of days Mr. Taddeo was employed by the Company during the year of termination and the denominator of which is the number of days in such year (the "**Pro-Rata Bonus**"). The amount shall be paid on the date that annual bonuses are paid to similarly situated executives;

(iii) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the applicable award agreements.

(iv) Notwithstanding the terms of any applicable award agreements:

1. all outstanding unvested stock options or warrants granted to Mr. Taddeo during the Employment Term shall become fully vested and exercisable for the remainder of their full term;
2. all outstanding equity-based compensation awards that are intended to constitute performance-based compensation under Section 162(m)(4)(C) of the Code shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied.

- **Change of Control.** If Mr. Taddeo's employment is terminated by Mr. Taddeo for Good Reason or by the Company on account of its failure to renew the Agreement or without Cause (other than on account of Mr. Taddeo's death or Disability), in each case within twelve (12) months following a Change in Control, Mr. Taddeo shall be entitled to receive the Accrued Amounts and Mr. Taddeo shall be entitled to receive the following:

(a) a lump sum payment equal to three (3) times the sum of Mr. Taddeo's Base Salary and Target Bonus for the year in which the Termination Date occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within 50 days following the Termination Date; and

(b) a lump sum payment equal to Mr. Taddeo's Target Bonus for the fiscal year in which the Termination Date occurs, which shall be paid within sixty (60) days following the Termination Date.

Notwithstanding the terms of any equity incentive plan or award agreements, as applicable:

(c) all outstanding unvested stock options and warrants granted to Mr. Taddeo during the Employment Term shall become fully vested and exercisable for the remainder of their full term;

(d) all outstanding equity-based compensation awards that are intended to constitute performance-based compensation under Section 162(m)(4)(C) of the Code shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied.

"**Change in Control**" shall mean

1. the sale of all or substantially all of the Company's assets.
2. a Person (or more than one Person acting as a group) acquires ownership interests in the Company that, together with the Company interests held by such Person or group, constitutes more than 50% of the total voting power of the stock of the Company as the result of a transaction other than one in which the stockholders of the Company transfer a portion of the Company interests held by them to a third party as part of a financing and/or a transaction associated with the acquisition of additional assets by the Company or an Affiliate; *provided*, that a Change in Control shall not occur if any Person (or more than one Person acting as a group) owns more than 50% of the total voting power of the Company's stock and acquires additional stock.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

<b>Exhibit No.:</b>	<b>Document Description:</b>
10.1	Employment Agreement, dated as of May 1, 2017, by and between Peter Taddeo and Mint Organics Inc.
10.2	Lease Agreement, dated May 23, 2017, by and between SUNWEST OFFICE PARK, LLC, a Florida limited liability company ("Landlord"), and ANU LIFE SCIENCES, INC., a Florida Corporation ("Tenant").

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused the report to be signed on its behalf by the undersigned hereunto duly authorized.

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.**

Dated: May 23, 2017

By: /s/ Albert Mitrani

Albert Mitrani  
President and Chief Executive Officer  
(Principal Executive Officer)

## EMPLOYMENT AGREEMENT

This Employment Agreement (the “**Agreement**”) is made and entered into as of May 1, 2017 (the “**Effective Date**”), by and between Peter Taddeo (the “**Executive**”) and Mint Organics Inc., a Florida corporation (the “**Company**”).

**WHEREAS**, the Company desires to employ the Executive on the terms and conditions set forth herein; and

**WHEREAS**, the Executive desires to be employed by the Company on such terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and obligations set forth herein, the parties agree as follows:

**1. Term.** The Executive’s employment hereunder shall be effective as of the Effective Date and shall continue until the third anniversary thereof, unless terminated earlier pursuant to **Section 5** of this Agreement; *provided that*, on such third anniversary of the Effective Date and each annual anniversary thereafter (such date and each annual anniversary thereof, a “**Renewal Date**”), the Agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of its intention not to extend the term of the Agreement at least 90 days’ prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the “**Employment Term**”.

### **2. Position and Duties.**

**2.1 Position.** During the Employment Term, the Executive shall serve as the Chief Executive Officer, reporting to the Chief Executive Officer of Biotech Products Services and Research, Inc. (“**BPSR**”) (“**BPSR CEO**”). In such position, the Executive shall have such duties, authority and responsibility as shall be determined from time to time by the BPSR CEO, which duties, authority and responsibility are consistent with the Executive’s position. The Company will also take action to immediately have the formal appointment of Executive to the Board of Directors of the Company (the “**Board**”). The Company shall take all proper and legal actions to have Executive elected and remain a member of the Board during the Employment Term, subject to state and federal law and the bylaws of the Company. At any time that the Executive elects not to serve on the Board, then the Executive’s right to a full voting seat on the Board will no longer exist and instead will be subject to the determination of the Board.

**2.2 Duties.** During the Employment Term, the Executive shall devote substantially all of his business time and attention to the performance of the Executive’s duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board. Notwithstanding the foregoing, the Executive will be permitted to (a) with the prior written consent of the Board (which consent can be withheld by the Board in its discretion) act or serve as a director, trustee, committee member or principal of any type of business, civic or charitable organization as long as such activities are disclosed in writing to the BPSR CEO, and (b) purchase or own less than five percent (5%) of the publicly traded securities of any corporation; *provided that*, such ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, such corporation; provided further that, the activities described in clauses (a) and (b) do not interfere with the performance of the Executive’s duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in **Section 2** hereof.

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3. Place of Performance. The principal place of Executive's employment shall be at the Executive's residence in Miami Beach, Florida, until such time that a corporate office location for the Company is determined. In addition, the Executive may be required to travel on Company business during the Employment Term.

4. Compensation.

4.1 Base Salary. The Company shall pay the Executive an annual rate of base salary of **\$180,000** during the period prior to the Company, through one of its subsidiaries, or by other means, obtains or acquires access for a license from a state to dispense cannabis ("License") which shall accrue commencing as of the Effective Date and shall be payable upon the Company generating sufficient net revenue or obtaining sufficient third party financing; and thereafter payable in periodic installments in accordance with the Company's customary payroll practices, but no less frequently than monthly. The Executive's base salary shall automatically be adjusted to an annual rate of base salary of **\$250,000** once the License is obtained. The Executive's base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary**".

4.2 Annual Bonus. For each complete fiscal year of the Employment Term, the Executive shall be eligible to earn an annual bonus (the "**Annual Bonus**") equal to a percentage of Base Salary (the "**Target Bonus**") established by the Board, as in effect at the beginning of the applicable fiscal year, based on achievement of target performance goals and benchmarks (i.e., Licenses obtained, timing and budget to build dispensaries, products brought to market, funding, supply arrangements, production and revenue goals) mutually established by the Board and the Executive. The Target Bonus is expected to be a minimum of one times the Base Salary, consistent with bonuses that are paid to other key executive management members of the Company and subject to determination and approval by the Board.

**4.3 Signing Bonus.** The Company shall pay the Executive a lump sum cash signing bonus of \$25,000 (the “**Signing Bonus**”) in consideration for services rendered by the Executive to the Company and which shall be accrued and paid by the Company upon the Company having sufficient cash flow.

**4.4 Equity Awards.**

(a) As incentive to enter into this Agreement, on the Effective Date, the Company will grant the Executive 1,000,000 shares of unregistered Common Stock of BPSR, vesting on the date the Company, through one of its subsidiaries, obtains a license from a state to dispense cannabis (“License”) or December 31, 2017, whichever is earlier, and provided that Executive’s employment has not been terminated prior to the time the vesting conditions herein have been met.

(b) The Executive shall be eligible to receive annual equity awards under the Company’s equity plan, if any, which is no less favorable than is provided to other key executive management members of the Company. Notwithstanding the foregoing, the Executive shall be eligible to participate in BPSR’s equity plan, if any, to be determined by the Board of BPSR. The target equity award under the Company’s equity plan and/or BPSR’s equity plan, if any, is expected to be a factor of the Executive’s Base Salary, consistent with bonuses that are paid to other key executive management members of the Company and subject to determination and approval by the Board.

**4.5 Fringe Benefits and Perquisites.** During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company, and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company. Notwithstanding the foregoing, during the Employment Term, the Company shall provide the Executive with the following benefits;

(a) Health and dental insurance for the Executive and his spouse which is no less favorable than is provided to other similarly situated executives of the Company; Company shall also agree to reimburse the amount of family deductible required to be paid by insured under such plans or contribute the maximum allowable HSA contribution limits per year depending on which type of plans are obtained by the Company.

(b) An automobile expense allowance of \$1,000 per month.

(c) Reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred by the Executive in connection with the performance of the Executive’s duties hereunder in accordance with the Company’s expense reimbursement policies and procedures; *provided, however*, any expenditure or budget for travel and entertainment shall be pre-approved by the BPSR CEO.

**4.6 Employee Benefits.** During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time (collectively, “ **Employee Benefit Plans** ”), on a basis which is no less favorable than is provided to other similarly situated executives of the Company, to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

**4.7 Vacation; Paid Time-off.** During the Employment Term, the Executive shall be entitled to five (5) weeks of paid vacation days per year during the Employment Term, and prorated for partial periods and in accordance with the Company’s vacation policies, as in effect from time to time. The Executive shall receive other paid time-off in accordance with the Company’s policies for executive officers as such policies may exist from time to time.

**4.8 Indemnification.** In the event that the Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a “ **Proceeding** ”), other than any Proceeding initiated by the Executive or the Company related to any contest or dispute between the Executive and the Company or any of its affiliates with respect to this Agreement or the Executive’s employment hereunder, by reason of the fact that the Executive is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise, the Executive shall be indemnified and held harmless by the Company to the fullest extent applicable to any other officer or director of the Company from and against any liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys’ fees).

**4.9 Clawback Provisions.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

**5. Termination of Employment.** The Employment Term and the Executive’s employment hereunder may be terminated by either the Company or the Executive at any time and for any reason; *provided that* , unless otherwise provided herein, either party shall be required to give the other party at least 90 days’ advance written notice of any termination of the Executive’s employment. Upon termination of the Executive’s employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this **Section 5** and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 Non-renewal by the Executive, Termination for Cause or Resignation without Good Reason .

(a) The Executive's employment hereunder may be terminated upon either Executive's decision to not renew the Agreement in accordance with **Section 1** , by the Company for Cause or by the Executive without Good Reason. If the Executive's employment is terminated upon the Executive's failure to renew the Agreement, by the Company for Cause or by the Executive without Good Reason, the Executive shall be entitled to receive:

- (i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid within one (1) week following the Termination Date (as defined below) in accordance with the Company's customary payroll procedures;
- (ii) any earned but unpaid Annual Bonus with respect to any completed period immediately preceding the Termination Date, which shall be paid on the otherwise applicable payment date; provided that, if the Executive's employment is terminated by the Company for Cause, then any such accrued but unpaid Annual Bonus shall be forfeited;
- (iii) reimbursement for all unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy;
- (iv) such employee benefits (including equity compensation), if any, to which the Executive may be entitled under the Company's employee benefit plans as of the Termination Date; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein;
- (v) equity awards granted to Executive that are vested and/or earned through date of termination; and
- (vi) any of the Past Due Amounts which are outstanding as of the date of the termination.

Items (i) through (vi) are referred to herein collectively as the “ **Accrued Amounts** ”.

(a) For purposes of this Agreement, “ **Cause** ” shall mean

- (i) the Executive's failure to perform his duties (other than any such failure resulting from incapacity due to physical or mental illness) after demand for substantial performance is delivered by the Company to Executive that specifically identifies the manner in which the Company believes that Executive has not substantially performed his duties;
- (ii) the Executive's failure to comply with any valid, legal, material directive of the BPSR CEO which reasonably relates to the performance of his duties (other than any such failure resulting from incapacity due to physical or mental illness);
- (iii) the Executive's proven engagement in dishonesty, illegal conduct or gross misconduct, which is, in each case, injurious to the Company or its affiliates;
- (iv) the Executive's proven embezzlement, misappropriation or fraud, whether or not related to the Executive's employment with the Company;
- (v) the Executive's conviction of or plea of guilty or *nolo contendere* to a crime that constitutes a felony (or state law equivalent);
- (vi) the Executive's proven willful unauthorized disclosure of Confidential Information (as defined below);
- (vii) the Executive's intentional material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company; or
- (viii) any material failure by the Executive to comply with the Company's written policies or rules, as they may be in effect from time to time during the Employment Term, provided such failure causes reputational or financial harm to the Company.

For purposes of this section, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company.

Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, the Executive shall have ten (10) business days from the delivery of written notice by the Company within which to address and make efforts to reasonably cure any acts constituting Cause and such failure, breach or refusal is not cured within ninety (90) days from the date of notice; *provided however*, that, if the Company reasonably expects irreparable injury from a delay of ninety (90) days, the Company may give the Executive notice of such shorter period within which to cure as is reasonable under the circumstances, which may include the termination of the Executive's employment without notice and with immediate effect.

For purposes of this Agreement, “ **Good Reason** ” shall mean the occurrence of any of the following, in each case during the Employment Term without the Executive’s written consent:

- (ix) a material reduction in the Executive’s Base Salary;
- (x) any material breach by the Company of any material provision of this Agreement or any material provision of any other agreement between the Executive and the Company;
- (xi) the Company’s failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where such assumption occurs by operation of law; or
- (xii) a material, adverse change in the Executive’s authority, duties or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law) taking into account the Company’s size, status as a public company and capitalization as of the date of this Agreement.

The Executive cannot terminate his employment for “Good Reason” unless he has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason and the Company has had at least (ten) 10 business days from the date on which such notice is provided to address and make efforts to reasonably cure any acts constituting Cause and such failure, breach or refusal is not cured within ninety (90) days from the date of notice. If the Executive does not terminate his employment for Good Reason within six months after the first occurrence of the applicable grounds unrelated to financial breaches, then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to such non-financial related grounds. Unless specifically waived in writing by Executive to the Company, the right of Executive to terminate his employment for Good Reason based on financially related grounds shall not terminate unless the grounds for termination have been cured by the Company within the appropriate time constraints. The Executive may elect at his sole discretion to defer providing notification to the Company with respect to the existence of any circumstances providing financial grounds for termination for Good Reason and in no way does such deferral by Executive constitute a suspension or waiver by Executive of such financial grounds for termination unless agreed to specifically in writing by Executive.

**5.2 Non-renewal by the Company, Termination without Cause or Resignation for Good Reason.** The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause or on account of the Company's failure to renew the Agreement in accordance with **Section 1**. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts and subject to the Executive's compliance with **Section 6**, **Section 7**, **Section 8** and **Section 9** of this Agreement and the execution of a mutual release of claims to each party, their affiliates and their respective officers and directors in a form (to be reasonable and customary for this purpose) provided by the Company (the "**Release**"), the Executive shall be entitled to receive the following:

(a) continued Base Salary for two years following the Termination Date or the remaining term of the Agreement at time of Termination, whichever is longer. Amounts shall be payable in equal monthly installments in accordance with the Company's normal payroll practices, but no less frequently than monthly; provided that, the first installment payment shall include all amounts of Base Salary that would otherwise have been paid to the Executive during the period beginning on the Termination Date and ending on the first payment date if no delay had been imposed;

(b) a payment equal to the product of (i) the Annual Bonus, if any, that the Executive would have earned for the fiscal year in which the Termination Date occurs based on achievement of the applicable performance goals for such year and (ii) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year (the "**Pro-Rata Bonus**"). This amount shall be paid on the date that annual bonuses are paid to similarly situated executives;

(c) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the applicable award agreements.

(d) Notwithstanding the terms of any applicable award agreements:

(i) all outstanding unvested stock options or warrants granted to the Executive during the Employment Term shall become fully vested and exercisable for the remainder of their full term;

(ii) all outstanding equity-based compensation awards that are intended to constitute performance-based compensation under Section 162(m)(4)(C) of the Code shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied.

### 5.3 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the following:

(i) the Accrued Amounts;

(ii) the Executive's Base Salary for two years;

(iii) continued health insurance for Executive's spouse for one year;

(iv) full vesting of all equity grants, warrants or other stock options issued to Executive and

(v) a lump sum payment equal to the Annual Bonus, if any, that the Executive would have earned for the fiscal year in which the Termination Date occurs based on the achievement of applicable performance goals for such year, which shall be payable on the date that annual bonuses are paid to the Company's similarly situated executives, but in no event later than two-and-a-half (2 1/2) months following the end of the fiscal year in which the Termination Date occurs. Notwithstanding any other provision contained herein, all payments made in connection with the Executive's Disability shall be provided in a manner which is consistent with federal and state law.

(c) For purposes of this Agreement, Disability shall mean the Executive's inability, due to physical or mental incapacity, to substantially perform his duties and responsibilities under this Agreement for or one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement.

#### 5.4 Change in Control Termination

(a) Notwithstanding any other provision contained herein, if the Executive's employment hereunder is terminated by the Executive for Good Reason or by the Company on account of its failure to renew the Agreement in accordance with **Section 1** or without Cause (other than on account of the Executive's death or Disability), in each case within twelve (12) months following a Change in Control, the Executive shall be entitled to receive the Accrued Amounts and the Executive shall be entitled to receive the following:

- (i) a lump sum payment equal to three (3) times the sum of the Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within 50 days following the Termination Date; and
- (ii) a lump sum payment equal to the Executive's Target Bonus for the fiscal year in which the Termination Date occurs, which shall be paid within sixty (60) days following the Termination Date.

(b) Notwithstanding the terms of any equity incentive plan or award agreements, as applicable:

- (i) all outstanding unvested stock options and warrants granted to the Executive during the Employment Term shall become fully vested and exercisable for the remainder of their full term;
- (ii) all outstanding equity-based compensation awards that are intended to constitute performance-based compensation under Section 162(m)(4)(C) of the Code shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied.

(c) For purposes of this Agreement, "**Change in Control**" shall mean

- (i) the sale of all or substantially all of the Company's assets.
- (ii) a Person (or more than one Person acting as a group) acquires ownership interests in the Company that, together with the Company interests held by such Person or group, constitutes more than 50% of the total voting power of the stock of the Company as the result of a transaction other than one in which the stockholders of the Company transfer a portion of the Company interests held by them to a third party as part of a financing and/or a transaction associated with the acquisition of additional assets by the Company or an Affiliate; *provided*, that a Change in Control shall not occur if any Person (or more than one Person acting as a group) owns more than 50% of the total voting power of the Company's stock and acquires additional stock.

**5.5 Notice of Termination.** Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination on account of the Executive's death) shall be communicated by written notice of termination (" **Notice of Termination** ") to the other party hereto in accordance with **Section 23** . The Notice of Termination shall specify:

(a) The termination provision of this Agreement relied upon;

(b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and

(c) The applicable Termination Date.

**5.6 Termination Date.** The Executive's Termination Date shall be:

(a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;

(b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;

(c) If the Company terminates the Executive's employment hereunder for Cause, the date the Notice of Termination is delivered to the Executive;

(d) If the Executive's employment hereunder terminates because either party provides notice of non-renewal pursuant to **Section 1** , the Renewal Date immediately following the date on which the applicable party delivers notice of non-renewal.

Notwithstanding anything contained herein, the Termination Date shall not occur until the date on which the Executive incurs a "separation from service" within the meaning of Section 409A.

**5.7 Resignation of All Other Positions.** Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the board of directors (or a committee thereof) of the Company, its subsidiaries or any of its affiliates.

**6. Cooperation.** The parties agree that certain matters in which the Executive will be involved during the Employment Term may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Board, the Executive shall cooperate with the Company in connection with matters arising out of the Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for reasonable expenses incurred in connection with such cooperation and, to the extent that the Executive is required to spend substantial time on such matters, the Company shall compensate the Executive at an hourly rate based on the Executive's Base Salary on the Termination Date.

7. Confidential Information. The Executive understands and acknowledges that during the Employment Term, he will have access to and learn about Confidential Information, as defined below.

7.1 Confidential Information Defined.

(a) Definition.

For purposes of this Agreement, “ **Confidential Information** ” includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

The Executive understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Executive understands and agrees that Confidential Information includes information developed by him in the course of his employment by the Company as if the Company furnished the same Confidential Information to the Executive in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Executive; provided that, such disclosure is through no direct or indirect fault of the Executive or person(s) acting on the Executive’s behalf.

**(b) Company Creation and Use of Confidential Information.**

The Executive understands and acknowledges that the Company has invested, and continues to invest, substantial time, money and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its offerings. The Executive understands and acknowledges that as a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

**(c) Disclosure and Use Restrictions.**

The Executive agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the BPSR CEO acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent the BPSR CEO acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. The Executive shall promptly provide written notice of any such order to BPSR CEO.

The Executive understands and acknowledges that his obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to such Confidential Information (whether before or after he begins employment by the Company) and shall continue during and after his employment by the Company until such time as such Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

Notwithstanding the foregoing or anything contained herein, the Company acknowledges and consents to the Executive's use of his personal computers, email, texting services, smartphone, PDAs, fax machines and similar devices (collectively, "**Personal Property**"), to conduct business on behalf of the Company, which may include the transmittal of Confidential Information; provided, however, that the Executive shall take reasonable care to prevent the disclosure of any Confidential Information to unauthorized third parties without the consent of the Company.

## **8. Restrictive Covenants.**

**8.1 Acknowledgment.** The Executive understands that the nature of the Executive's position gives him access to and knowledge of Confidential Information and places him in a position of trust and confidence with the Company. The Executive understands and acknowledges that the intellectual or other services he provides to the Company are unique, special or extraordinary.

The Executive further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by the Executive is likely to result in unfair or unlawful competitive activity.

**8.2 Non-competition.** Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to the Executive, during the Employment Term and for the 12 months, to run consecutively, beginning on the last day of the Executive's employment with the Company, for any reason or no reason and whether employment is terminated at the option of the Executive or the Company, the Executive agrees and covenants not to engage in Prohibited Activity.

For purposes of this **Section 8**, "**Prohibited Activity**" is activity in which the Executive contributes his knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, employee, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to an entity engaged in the same or similar business as the Company. Prohibited Activity also includes activity that may require or inevitably requires disclosure of trade secrets, proprietary information or Confidential Information.

This **Section 8** does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to the Chief Executive Officer of the Company.

**8.3 Non-solicitation of Employees.** The Executive agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company during 24 months, to run consecutively, beginning on the last day of the Executive's employment with the Company.

**8.4 Non-solicitation of Customers.** The Executive understands and acknowledges that because of the Executive's experience with and relationship to the Company, he will have access to and learn about much or all of the Company's customer information. "**Customer Information**" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information and other information identifying facts and circumstances specific to the customer and relevant to sales.

The Executive understands and acknowledges that loss of this customer relationship and/or goodwill will cause significant and irreparable harm.

The Executive agrees and covenants, during 12 months, to run consecutively, beginning on the last day of the Executive's employment with the Company, not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with the Company's current, former or prospective customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company.

**9. Non-disparagement.** The Executive agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties.

This **Section 9** does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to Chief Executive Officer of the Company.

The Company agrees and covenants that it shall cause its officers and directors to refrain from making any defamatory or disparaging remarks, comments or statements concerning the Executive to any third parties.

**10. Acknowledgement.** The Executive acknowledges and agrees that the services to be rendered by him to the Company are of a special and unique character; that the Executive will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of the Executive's employment; and that the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of the Company.

The Executive further acknowledges that the amount of his compensation reflects, in part, his obligations and the Company's rights under **Section 7**, **Section 8** and **Section 9** of this Agreement; that he has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of **Section 7**, **Section 8** and **Section 9** of this Agreement or the Company's enforcement thereof.

**11. Proprietary Rights.**

**11.1 Work Product.** The Executive acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by the Executive individually or jointly with others during the period of his employment by the Company and relating in any way to the business or contemplated business, research or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company.

**11.2 Work Made for Hire; Assignment.** The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

### 11.3 Reserved.

**11.4 Further Assurances; Power of Attorney**. During and after his employment, the Executive agrees to reasonably cooperate with the Company to (a) apply for, obtain, perfect and transfer to the Company the Work Product as well as an Intellectual Property Right in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on the Executive's behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be effected by the Executive's subsequent incapacity.

**11.5 No License**. The Executive understands that this Agreement does not, and shall not be construed to, grant the Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools made available to him by the Company.

### 12. Security.

**12.1 Security and Access**. The Executive agrees and covenants (a) to comply with all Company security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Company intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other Company facilities, IT resources and communication technologies ("**Facilities Information Technology and Access Resources**"); (b) not to access or use any Facilities and Information Technology Resources except as authorized by the Company; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of the Executive's employment by the Company, whether termination is voluntary or involuntary. The Executive agrees to notify the Company promptly in the event he learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Access Resources or other Company property or materials by others.

**12.2 Exit Obligations** . Upon (a) voluntary or involuntary termination of the Executive's employment or (b) the Company's request at any time during the Executive's employment, the Executive shall (i) provide or return to the Company any and all Company property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, speakers, webcams, manuals, reports, files, books, compilations, work product, e-mail messages, recordings, tapes, disks, thumb drives or other removable information storage devices, hard drives, negatives and data and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Executive, whether they were provided to the Executive by the Company or any of its business associates or created by the Executive in connection with his employment by the Company; and (ii) delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Executive's possession or control, including those stored on any non-Company devices, networks, storage locations and media in the Executive's possession or control. Notwithstanding the foregoing, the Company acknowledges and agrees that any Personal Property purchased by the Executive with his personal funds shall remain the property of the Executive; *provided, however* , the Executive shall delete all Confidential Information stored on such Personal Property upon the termination of this Agreement; and, *provided, further* , the Company shall have the right to have such Personal Property inspected by an independent third party to ensure the Executive's compliance with the foregoing.

**13. Publicity** . The Company may not, without the written consent of the Executive, use and display, by the Company and its agents, representatives and licensees, the Executive's name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising and publicity, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during or after the period of his employment by the Company, for all legitimate commercial and business purposes of the Company (" **Permitted Uses** ") without further consent from or royalty, payment or other compensation to the Executive. The Executive hereby forever waives and releases the Company and its directors, officers, employees and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of his employment by the Company, arising directly or indirectly from the Company's and its agents', representatives' and licensees' exercise of their rights in connection with any Permitted Uses.

**14. Remedies.** In the event of a breach or threatened breach by the Executive of **Section 7**, **Section 8** or **Section 9** of this Agreement, the Executive hereby consents and agrees that the Company shall be entitled to seek, equitable relief against such breach or threatened breach from any court of competent jurisdiction, with the necessity of showing actual damages or that money damages would not afford an adequate remedy, and with the necessity of posting bond or other security to move forward on legal actions. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief, understanding that should the Executive prevail, the Company will pay executive for all legal expenses, lost income, and lost opportunity costs. The only damages the executive will pay should he not prevail will be for proven losses and actual damages, excluding legal costs.

**15. Mediation /Arbitration.** Any dispute, controversy or claim arising out of or related to this Agreement or any breach of this Agreement shall be submitted to an independent third party mediator. Should there be issues that cannot be resolved in a mediation process, then the dispute shall be forwarded to arbitration and shall be administered by the American Arbitration Association and conducted consistently with the rules, regulations and requirements thereof as well as any requirements imposed by state law. Any award determination shall be final and binding upon the Parties. The Company will be responsible for all costs of these proceedings.

**16. Governing Law: Jurisdiction and Venue.** This Agreement, for all purposes, shall be construed in accordance with the laws of Florida without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of Florida, county of Miami-Dade. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

**17. Entire Agreement.** Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

**18. Modification and Waiver.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and by Chief Executive Officer of the Company. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**19. Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

**20. Captions.** Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

**21. Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**22. Successors and Assigns.** This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

**23. Notice.** Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses as specified by the parties.

**24. Representations of the Executive.** The Executive represents and warrants to the Company that:

**24.1** The Executive's acceptance of employment with the Company and the performance of his duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement or understanding to which he is a party or is otherwise bound.

**24.2** The Executive's acceptance of employment with the Company and the performance of his duties hereunder will not violate any non-solicitation, non-competition or other similar covenant or agreement of a prior employer.

**25. Withholding.** The Company shall have the right to withhold from any amount payable hereunder any Federal, state and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

**26. Survival.** Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

**27. Acknowledgment of Full Understanding.** THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF , the parties hereto have executed this Agreement as of the date first above written.

**MINT ORGANICS, INC.**

By  /s/ Albert Mitrani

Name: Albert Mitrani

Title: President

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.**

By  /s/ Albert Mitrani

Name: Albert Mitrani

Title: Chief Executive Officer

**EXECUTIVE**

Signature:  /s/ Peter Taddeo

Name: Peter Taddeo

LEASE AGREEMENT  
**SUNWEST OFFICE PARK, LLC.**

**ARTICLE 1- LEASE OF PREMISES**

THIS LEASE AGREEMENT (the "Lease") is executed this 23<sup>rd</sup> day of May, 2017, by and between **SUNWEST OFFICE PARK, LLC**, a Florida limited liability company ("Landlord"), and **ANU LIFE SCIENCES, INC.**, a Florida Corporation ("Tenant").

**Section 1.01. Basic Lease Provisions and Definitions.**

**(a) Leased Premises** (shown outlined on Exhibit A attached hereto): Bay 408 of the building commonly known as Building D (the "Building"), located at 15491 SW 12<sup>th</sup> St, Sunrise, FL 33326, within **Sunwest Commerce Center**. (The "Park").

**(b) Rentable Area:** Approximately 3,500 rentable square feet.

**(c) Tenant's Proportionate Share (Operating Expenses):** \$4.75/SF ANNUALLY Currently

**(d) Minimum Annual Rent:**

Year 1 \$666,395.00

Year 2 \$73,395.00

Year 3 \$85,400.04

Year 4 \$87,954.96

Year 5 \$90,579.96

*(Note: Minimum Annual Rent does not include applicable Florida State Sales Tax, or Additional Rent, which sums shall be the sole responsibility of Tenant.)*

**(e) Monthly Rental Installments:**

*(Note: Monthly Rental Installments do not include applicable Florida State Sales Tax, or Additional Rent, which sums shall be the sole responsibility of Tenant.)*

Year 1 \$6,116.25 (Months 1 and 2 at \$ 2,616.25)

Year 2 \$6,116.25

Year 3 \$7,116.67

Year 4 \$7,329.58

Year 5 \$7,548.33

**(f) Commencement Date:** July 1, 2017

**(g) Lease Term:** Sixty (60) Months

**(h) Option Term:** Tenant has two (2) options to renew of five (5) years each. Rental rates in the option term to increase at three (3%) per annum.

**(i) Security Deposit:** \$37,275.00; After month 24 of the lease, so long as tenant is in Good Standing and has been during the prior twenty-four (24) months, security deposit to be reduced to \$18,637.50 for the remainder of the initial lease term, and any exercised option term thereafter. Refunded security deposit to be applied towards future rents and additional rents until exhausted.

**(j) Broker(s):** Colliers International South Florida, LLC has represented the Landlord and Tenant in this transaction.

**(k) Permitted Use:** Office, Laboratory, Research, Processing, Manufacturing, Storage and Distribution of Biologics and other human tissue derived products and for no other purpose.

**(I) Address for notices and payments are as follows:**

Landlord: Sunwest Office Park, LLC.

15481 SW 12<sup>th</sup> Street # 309

Sunrise, FL 33326

**EXHIBITS**

**Exhibit A:** Leased Premises

**Exhibit B:** Rent Breakdown's

**Exhibit C:** Rules and Regulations

LEASE AGREEMENT  
*SUNWEST OFFICE PARK, LLC.*

**Section 1.02. Lease of Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, under the terms and conditions herein, together with a non-exclusive right, in common with others, to use the following (collectively, the “Common Areas”): the areas of The Park and the underlying land and improvements thereto that are designed for use in common by all tenants of the Park and their respective employees, agents, customers, invitees and others.

**ARTICLE 2 - TERM AND POSSESSION**

**Section 2.01. Term.** The Commencement Date and Lease Term shall be as set forth in Sections 1.01(f) and 1.01(g) above.

**Section 2.02. Construction of Tenant Improvements.**

(a) Landlord’s Obligations.

(b) Early Occupancy. If and to the extent permitted by applicable laws, rules and ordinances, Tenant shall have the right to enter the Leased Premises at least 15 days prior to the Commencement Date in order to prepare the Leased Premises for occupancy (including moving all lab equipment, supplies and inventory from Tenant’s prior facility to the Leased Premises, which right shall expressly exclude making any structural modifications. During any entry prior to the Commencement Date (i) Tenant shall comply with all terms and conditions of this Lease other than the obligation to pay rent or additional rent, (ii) Tenant shall not interfere with Landlord’s completion of the Tenant Improvements, (iii) Tenant shall cause its personnel and contractors to comply with the terms and conditions of Landlord’s rules of conduct (which Landlord agrees to furnish to Tenant upon request), and (iv) Tenant shall not begin operation of its business. Tenant acknowledges that Tenant shall be responsible for obtaining all applicable permits and inspections relating to any such entry by Tenant.

**Section 2.03. Surrender of the Leased Premises.** Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair, (b) remove from the Leased Premises or where located (i) Tenant’s Property (as defined in Section 8.01 below), (ii) all external data and communications equipment, and (iii) any alterations required to be removed pursuant to Section 7.03 below, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. All of Tenant’s Property that is not removed within ten (10) days following Landlord’s written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant’s cost without incurring any liability to Tenant. This Section 2.03 shall survive the expiration or any earlier termination of this Lease.

**Section 2.04. Holding Over.** If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at two hundred percent (200%) of the Monthly Rental Installments and Annual Rental Adjustment (as hereinafter defined) for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days’ prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord’s remedies in such event.

**ARTICLE 3 - RENT**

**Section 3.01. Base Rent.** Tenant shall pay to Landlord the Minimum Annual Rent in the Monthly Rental Installments, plus Florida State Sales Tax, in advance, without demand, deduction or offset, on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installments for partial calendar months shall be prorated. Tenant shall be responsible for delivering the Monthly Rental Installments to the payment address set forth in Section 1.01(l) above in accordance with this Section 3.01.

**Section 3.02. Annual Rental Adjustment Definitions.**

(a) **“Annual Rental Adjustment”** shall mean the amount of Tenant’s Proportionate Share of Operating Expenses for a particular calendar year.

(b) **“Operating Expenses”** shall mean the amount of all of Landlord’s costs and expenses paid or incurred in operating, repairing, replacing and maintaining the Buildings and the Common Areas in good condition and repair for a particular calendar year including by way of illustration and not limitation, the following: all Real Estate Taxes (as hereinafter defined), insurance premiums and deductibles; water, sewer, electrical and other utility charges other than the separately billed electrical and other charges paid by Tenant as provided in this Lease (or other tenants in the Building); service and other charges incurred in the repair, replacement, operation and maintenance of the heating, ventilation and air-conditioning system; repair costs; landscape maintenance costs; access patrols; license, permit and inspection fees; management fees; association dues; administrative fees; supplies, costs, wages and related employee benefits payable for the management, maintenance and operation of the Building; maintenance, repair and replacement of the driveways, parking and sidewalk areas, landscaped areas, and lighting; and maintenance and repair costs, dues, fees and assessments incurred under any covenants or charged by any owners association. Operating Expenses shall not include direct costs or repairs that are specific to a particular leased or leasable unit. The cost of any Operating Expenses that are capital in nature shall be amortized over the useful life of the improvement (as reasonably determined by Landlord), and only the amortized portion shall be included in Operating Expenses.

(c) **“Tenant’s Proportionate Share of Operating Expenses”** shall mean an amount equal to the product of Tenant’s Proportionate Share times the Operating Expenses. Tenant’s Proportionate Share of Operating Expenses is determined as outlined within Exhibit B. Controllable expenses are not to exceed a 4% increases year over year.

(d) **“Real Estate Taxes”** shall mean any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or Common Areas, or against Landlord’s business of leasing the Building, by any authority having the power to so charge or tax, together with costs and expenses of contesting the validity or amount of the Real Estate Taxes. This shall not include penalties or late fees incurred by the Landlord.

**Section 3.03. Payment of Additional Rent.**

(a) Any amount required to be paid by Tenant hereunder (in addition to Minimum Annual Rent) and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be considered “Additional Rent” payable in the same manner and upon the same terms and conditions as the Minimum Annual Rent reserved hereunder, except as set forth herein to the contrary. Any failure on the part of Tenant to pay such Additional Rent when and as the same shall become due shall entitle Landlord to the remedies available to it for non-payment of Minimum Annual Rent. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that (i) any excess costs incurred by Tenant and payable to Landlord in connection with the construction and installation of the Tenant Improvements (the “Excess Costs”) shall not be considered Additional Rent under this Lease, (ii) neither party shall record Excess Costs as rental income or rental expense on its respective books and records, (iii) Tenant is not obligated to incur Excess Costs under this Lease, and (iv) the portion of the Tenant Improvements related to the Excess Costs are solely for Tenant’s own use and benefit and the Excess Costs are in addition to, not in lieu of, the market rental rate charged by Landlord to Tenant under this Lease.

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*SUNWEST OFFICE PARK, LLC.*

(b) In addition to the Minimum Annual Rent specified in this Lease, commencing as of the Commencement Date, Tenant shall pay to Landlord as Additional Rent for the Leased Premises, in each calendar year or partial calendar year during the Lease Term, an amount equal to the Annual Rental Adjustment for such calendar year. Landlord shall estimate the Annual Rental Adjustment annually, and written notice thereof shall be given to Tenant prior to the beginning of each calendar year. Tenant shall pay to Landlord each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. Tenant shall be responsible for delivering the Additional Rent to the payment address set forth in Section 1.01(1) above in accordance with this Section 3.03. If Operating Expenses increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year. Within a reasonable time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year. This Section 3.03 shall survive the expiration or any earlier termination of this Lease.

(c) Landlord agrees that the Additional Rental Adjustment will not ever exceed 100% of the base operating expenses per Exhibit B.

**Section 3.04. Late Charges.** Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue, by 10 days but not more than 19 days, 5% of the monthly rent shall be charged as a late fee. If any payment by Tenant to Landlord shall become overdue by 20 days or more, 10% of the monthly rent shall be charged as a late fee. Any and all late fees shall be charged as additional rent.

**ARTICLE 4 - SECURITY DEPOSIT**

Prior to occupying the Leased Premises, Tenant shall have deposited the full amount of the Security Deposit with Landlord (Tenant shall deposit with Landlord 50% upon execution and delivery of this Lease by Tenant), as security for the performance by Tenant of all of Tenant's obligations contained in this Lease. In the event of a default by Tenant, Landlord may apply all or any part of the Security Deposit to cure all or any part of such default; provided, however, that any such application by Landlord shall not be or be deemed to be an election of remedies by Landlord or considered or deemed to be liquidated damages. Tenant agrees promptly, upon demand, to deposit such additional sum with Landlord as may be required to maintain the full amount of the Security Deposit. All sums held by Landlord pursuant to this Article 4 shall be without interest and may be commingled by Landlord. After considering the return of certain portions of the Security Deposit provided for in Section 1.01, at the end of the Lease Term, provided that there is then no uncured default or any repairs required to be made by Tenant pursuant to Section 2.03 above or Section 7.03 below, Landlord shall return the remaining portion of the Security Deposit to Tenant.

**ARTICLE 5 - OCCUPANCY AND USE**

**Section 5.01. Use.** Tenant shall use the Leased Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord.

**Section 5.02. Covenants of Tenant Regarding Use.**

(a) Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with all covenants that encumber the Building and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including, without limitation, those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, and (iii) comply with and obey all reasonable directions, rules and regulations of Landlord, including the Building Rules and Regulations attached hereto as Exhibit D and made a part hereof, as may be modified from time to time by Landlord on reasonable notice to Tenant.

(b) Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way cause a nuisance, obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any of Landlord's directions, rules and regulations, but agrees that any enforcement thereof shall be done uniformly. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (i) invalidate any policy of insurance now or hereafter carried by Landlord on the Building, or (ii) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged.

**Section 5.03. Landlord's Rights Regarding Use.** Without limiting any of Landlord's rights specified elsewhere in this Lease (a) Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper, and (b) Landlord, its agents, employees and contractors and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times upon reasonable notice (except in the event of an emergency where no notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees or tenants, and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

**ARTICLE 6 - UTILITIES AND OTHER BUILDING SERVICES**

**Section 6.01. Services to be Provided.** Landlord shall furnish, electric and water to the leasehold space. Trash disposal is available at designated locations on the Park premises. It is the responsibility of the Tenant for payment of electrical services (Unit is individually metered for Tenant's location and will billed directly to Tenant), janitorial services, telephonic and other communication services, hazardous waste disposal and disposing of general trash to designated Trash disposal

areas at the Park. Water and trash will be included within Operating Expenses.

**Section 6.02. Additional Services.**

(a) Not Applicable

**Section 6.03. Interruption of Services.** Tenant acknowledges and agrees that any one or more of the utilities or other services identified in Sections 6.01 or 6.02 or otherwise hereunder may be interrupted by reason of accident, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be made. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder.

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**ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS**

**Section 7.01. Repair and Maintenance of Building.** Landlord shall make all necessary repairs and replacements to the roof, exterior walls, exterior doors, windows, and other Common Areas, and Landlord shall keep the Building in a clean and neat condition and use reasonable efforts to keep all equipment used in common with other tenants in good condition and repair. The cost of such repairs, replacements and maintenance shall be included in Operating Expenses to the extent provided in Section 3.02; provided however, to the extent any such repairs, replacements or maintenance are required because of the negligence, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall make such repairs at Tenant's sole expense.

**Section 7.02. Repair and Maintenance of Leased Premises.** Landlord shall keep and maintain the Leased Premises in good condition and repair. The cost of such repairs and maintenance to the Leased Premises shall be included in Operating Expenses; provided however, to the extent any repairs or maintenance are required in the Leased Premises because of the negligence, misuse or default of Tenant, its employees, agents, contractors, customers or invitees or are made at the specific request of Tenant, Landlord shall make such repairs or perform such maintenance at Tenant's sole expense. Notwithstanding the above, Tenant shall be solely responsible for any repair or replacement with respect to Tenant's Property (as defined in Section 8.01 below) located in the Leased Premises, the Building or the Common Areas. Nothing in this Article 7 shall obligate Landlord or Tenant to repair normal wear and tear to any paint, wall covering or carpet in the Leased Premises.

**Section 7.03. Alterations.** Tenant shall not permit alterations in or to the Leased Premises unless and until Landlord has approved the plans therefor in writing. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien. Tenant agrees that at Landlord's option, **PV Construction, LLC** or a subsidiary or affiliate of Landlord, who shall receive a fee as Landlord's construction manager or general contractor, shall perform all work on any alterations to the Leased Premises.

**Section 7.04 Compliance** Landlord will be responsible for ensuring that the Leased Premises at all times is in compliance with all local, state, federal and other applicable ordinances, laws and/or regulations for the Leased Premises, including building construction, electrical and water supply, public area facilities, flood prevention, fire safety and other applicable matters. Landlord will furnish evidence of related permits and inspections as may be requested from time to time for Tenant's insurance providers and agrees that the Leased Premises shall remain in full compliance for the during the term of the Lease.

**ARTICLE 8 — INDEMNITY AND INSURANCE**

**Section 8.01. Release.** All of Tenant's trade fixtures, merchandise, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment and all other personal property in or about the Leased Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "Tenant's Property"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord (and its affiliates, property managers and mortgagees) from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas, except to the extent of personal injury caused directly by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.01 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.01, the provisions of Section 8.06 shall prevail. This Section 8.01 shall survive the expiration or earlier termination of this Lease.

**Section 8.02. Indemnification by Tenant.** Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, the Building or the Common Areas, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury caused directly by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.02 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.02, the provisions of Section 8.06 shall prevail. This Section 8.02 shall survive the expiration or earlier termination of this Lease.

**Section 8.03. Indemnification by Landlord.** Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. Nothing contained in this Section 8.03 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.03, the provisions of Section 8.06 shall prevail. This Section 8.03 shall survive the expiration or earlier termination of this Lease.

**Section 8.04. Tenant's Insurance.**

(a) During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

**(i) Liability Insurance.** Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering Tenant's use of the Leased Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

**(ii) Property Insurance.** Special Form Insurance in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant).

**(iii) Worker's Compensation Insurance.** Worker's Compensation insurance in amounts required by applicable law; provided, if there is no statutory requirement for Tenant, Tenant shall still obtain Worker's Compensation insurance coverage.

**(iv) Automobile Insurance.** Comprehensive Automobile Liability Insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of \$1,000,000 combined single limit, per accident.

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(b) All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State in which the Leased Premises is located and having an AM Best's rating of A IX or better, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, **Tenant shall name Landlord, Property Owners Association, Landlord's managing agent, if any, and any mortgagee requested by Landlord, as additional insureds under its commercial general liability, excess and umbrella policies (but only to the extent of the limits required hereunder).** On or before the Commencement Date (or the date of any earlier entry or occupancy by Tenant), and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance in the form of ACORD 25 (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, and that with the exception of Workers Compensation insurance, such insurance is primary and non-contributory. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

**Section 8.05. Landlord's Insurance.** During the Lease Term, Landlord and/or Property Owners Association shall maintain the following types of insurance, in the amounts specified below (the cost of which shall be included in Operating Expenses):

(a) **Liability Insurance.** Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering the Common Areas against claims for bodily injury or death and property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$2,000,000 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(b) **Property Insurance.** Special Form Insurance in the amount of the full replacement cost of the Building, including, without limitation, any improvements, if any, made pursuant to Section 2.02 above, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Section 8.04 above.

**Section 8.06. Waiver of Subrogation.** Notwithstanding anything contained in this Lease to the contrary, Landlord (and its affiliates, property managers and mortgagees) and Tenant (and its affiliates) hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Leased Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against by Sections 8.04(a)(ii), 8.04(a)(iii), and 8.05(b) above. The special form property insurance policies and worker's compensation insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

**ARTICLE 9 – CASUALTY**

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Leased Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally required to be made by Landlord pursuant to Section 2.02 above, if any. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (a) so destroyed that they cannot be repaired or rebuilt within one hundred and twenty (120) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant waives any right under applicable laws inconsistent with the terms of this paragraph.

**ARTICLE 10 - EMINENT DOMAIN**

If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

**ARTICLE 11- ASSIGNMENT AND SUBLEASE**

**Section 11.01. Assignment and Sublease.** (a) Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder, and any extension, expansion, rights of first offer, rights of first refusal or other options granted to Tenant under this Lease shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease. (b) By way of example and not limitation, Landlord shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Landlord's opinion (i) the Leased Premises are or may be in any way adversely affected; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations hereunder, or (iv) the prospective assignee or subtenant is a current tenant at the Park or is a bona-fide third-party prospective tenant. Landlord further expressly reserves the right to refuse to give its consent to any subletting if the proposed rent is publicly advertised to be less than the then current rent for similar premises in the Building. If

Landlord refuses to give its consent to any proposed assignment or subletting, Landlord may, at its option, within thirty (30) days after receiving a request to consent, terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, whereupon each party shall be released from all further obligations and liability hereunder, except those which expressly survive the termination of this Lease. (c) If Tenant shall make any assignment or sublease, with Landlord's consent, for a rental in excess of the rent payable under this Lease, Tenant shall pay to Landlord all of any such excess rental upon receipt. Tenant agrees to pay Landlord \$500.00 upon demand by Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any requested assignment, subletting or any other hypothecation of this Lease or Tenant's interest in and to the Leased Premises as consideration for Landlord's consent.

**Section 11.02. Permitted Transfer.** Notwithstanding anything to the contrary contained in Section 11.01 above, Tenant shall have the right, without Landlord's consent, but upon ten (10) days prior notice to Landlord, to (a) sublet all or part of the Leased Premises to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant; (b) assign all or any part of this Lease to any related corporation or other entity which controls Tenant, is controlled by Tenant, or is under common control with Tenant, or to a successor entity into which or with which Tenant is merged or consolidated or which acquires substantially all of Tenant's assets or property; or (c) effectuate any public offering of Tenant's stock on the New York Stock Exchange or in the NASDAQ over the counter market, provided that in the event of a transfer pursuant to clause (b), the tangible net worth after any such transaction is not less than the tangible net worth of Tenant as of the date hereof and provided further that such successor entity assumes all of the obligations and liabilities of Tenant (any such entity hereinafter referred to as a "Permitted Transferee"). For the purpose of this Article 11, (i) "control" shall mean ownership of not less than fifty percent (50%) of all voting stock or legal and equitable interest in such corporation or entity, and (ii) "tangible net worth" shall mean the excess of the value of tangible assets (i.e. assets excluding those which are intangible such as goodwill, patents and trademarks) over liabilities. Any such transfer shall not relieve Tenant of its obligations under this Lease. Nothing in this paragraph is intended to nor shall permit Tenant to transfer its interest under this Lease as part of a fraud or subterfuge to intentionally avoid its obligations under this Lease (for example, transferring its interest to a shell corporation that subsequently files a bankruptcy), and any such transfer shall constitute a Default hereunder. Any change in control of Tenant resulting from a merger, consolidation, or a transfer of partnership or membership interests, a stock transfer, or any sale of substantially all of the assets of Tenant that do not meet the requirements of this Section 11.02 shall be deemed an assignment or transfer that requires Landlord's prior written consent pursuant to Section 11.01 above.

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**ARTICLE 12 - TRANSFERS BY LANDLORD**

**Section 12.01. Sale of the Building.** Landlord shall have the right to sell the Building, or any individual bay/unit, at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance.

**Section 12.02. Estoppel Certificate.** Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Landlord, an estoppel certificate in such form as Landlord may reasonably request certifying (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Building.

**Section 12.03. Subordination.** This Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust encumbering fee title to the Leased Premises. If any such mortgage or deed of trust be foreclosed, upon request of the mortgagee or beneficiary, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that subordination of this Lease to any present or future mortgage or trust deed shall be conditioned upon the mortgagee, beneficiary, or purchaser at the foreclosure, as the case may be agreeing that Tenant's occupancy of the Leased Premises and other rights under this Lease shall not be disturbed by reason of the foreclosure or such mortgage or trust deed, as the case may be, so long as Tenant is not in default under this Lease. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument that Landlord deems reasonably necessary to confirm the subordination of this Lease.

**ARTICLE 13 – DEFAULT AND REMEDY**

**Section 13.01. Default.** The occurrence of any of the following shall be a "Default", provided however that a Default under the Lease cannot occur unless Tenant has received a minimum of 5 days written notice from the Landlord (or as expressly indicated herein if notice period is greater):

- (a) Tenant fails to pay any Monthly Rental Installments or Additional Rent within five (5) days after the same is due..
- (b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of fifteen (15) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said fifteen (15) day period and thereafter diligently completes the required action within a reasonable time.
- (c) Tenant shall vacate or abandon the Leased Premises, or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days.
- (d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article 11 of this Lease.
- (e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

**Section 13.02. Remedies.** Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

- (a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses that Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action.
- (b) Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Leased Premises shall terminate. Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice. Furthermore, Tenant shall be liable to Landlord for the unamortized balance of any leasehold improvement allowance and brokerage fees paid in connection with the Lease.
- (c) Without terminating this Lease, Landlord may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to Landlord, and Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that Landlord may have. Upon termination of possession, Landlord may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord an amount equal to (i) the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of

the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "Remaining Term"), (ii) the costs of recovering possession of the Leased Premises and all other expenses, loss or damage incurred by Landlord by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements, brokers' commissions and attorneys' fees, and (iii) all unpaid Minimum Annual Rent and Additional Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

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(d) Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, an amount which, at the date of such termination is equal to the sum of the following: (i) the value of the excess, if any, discounted at the prime rate of interest (as reported in the Wall Street Journal), of (A) the Minimum Annual Rent, Additional Rent and all other sums that would have been payable hereunder by Tenant for the Remaining Term, less (B) the aggregate reasonable rental value of the Leased Premises for the Remaining Term, as determined by a real estate broker licensed in the State of Florida who has at least ten (10) years of experience, (ii) all of Landlord's Default Damages, and (iii) all Prior Obligations. Landlord and Tenant acknowledge and agree that the payment of the amount set forth in clause (i) above shall not be deemed a penalty, but shall merely constitute payment of liquidated damages, it being understood that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. It is expressly agreed and understood that all of Tenant's liabilities and obligations set forth in this subsection (d) shall survive termination.

(e) With or without terminating this Lease, Landlord may declare immediately due and payable the sum of the following: (i) the present value (discounted at the prime rate of interest, as reported in the Wall Street Journal) of all Minimum Annual Rent and Additional Rent due and coming due under this Lease for the entire Remaining Term (as if by the terms of this Lease they were payable in advance), (ii) all Default Damages, and (iii) all Prior Obligations, whereupon Tenant shall be obligated to pay the same to Landlord; provided, however, that such payment shall not be deemed a penalty or liquidated damages, but shall merely constitute payment in advance of all Minimum Annual Rent and Additional Rent payable hereunder throughout the Remaining Term, and provided further, however, that upon Landlord receiving such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenant and subtenants on account of said Leased Premises during the Remaining Term (but only to the extent that the monies to which Tenant shall so become entitled do not exceed the entire amount actually paid by Tenant to Landlord pursuant to this subsection (e)), less all Default Damages of Landlord incurred but not yet reimbursed by Tenant.

(f) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Default.

**Section 13.03. Landlord's Default and Tenant's Remedies.** Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder. In no event, however, shall Landlord be liable to Tenant for any consequential or punitive damages.

**Section 13.04. Limitation of Landlord's Liability.** If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

**Section 13.05. Nonwaiver of Defaults.** Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

**Section 13.06. Attorneys' Fees.** If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees incurred in connection therewith. In addition, if a monetary Default shall occur and Landlord engages outside counsel to exercise its remedies hereunder, and then Tenant cures such monetary Default, Tenant shall pay to Landlord, on demand, all expenses incurred by Landlord as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred.

#### **ARTICLE 14 - LANDLORD'S RIGHT TO RELOCATE TENANT**

Landlord shall have the right, not more than one (1) time during the initial Lease Term and during each extensions thereof, upon at least thirty (30) days' prior written notice to Tenant, to relocate Tenant to another unit owned by Landlord, or an affiliated entity of Landlord, in the vicinity containing at least as much square footage as the Leased Premises. Prior to any relocation, Landlord shall improve such substituted space, at its expense, with improvements at least equal in quantity and quality to those in the Leased Premises, to be reasonably approved by Tenant. Landlord shall reimburse Tenant for all reasonable third party expenses incurred in connection with, and caused by, such relocation. In no event shall Landlord be liable to Tenant for any consequential damages as a result of any such relocation, including, but not limited to, loss of business income or opportunity.

#### **ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING**

##### **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES**

**Section 15.01. Environmental Definitions.**

(a) "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

(b) "Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

**Section 15.02. Restrictions on Tenant.** Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

**Section 15.03. Notices, Affidavits, Etc.** Tenant shall immediately (a) notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of any Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises, and (b) deliver to Landlord any notice received by Tenant relating to (a)(i) and (a)(ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

**Section 15.04. Tenant's Indemnification.** Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 15. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease.

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**Section 15.05. Existing Conditions.** Notwithstanding anything contained in this Article 15 to the contrary, Tenant shall not have any liability to Landlord under this Article 15 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease (or any earlier occupancy of the Leased Premises by Tenant) except to the extent Tenant exacerbates the same.

**ARTICLE 16 – MISCELLANEOUS**

**Section 16.01. Benefit of Landlord and Tenant.** This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

**Section 16.02. Governing Law.** This Lease shall be governed in accordance with the laws of the State of Florida.

**Section 16.03. Force Majeure.** Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

**Section 16.04. Examination of Lease.** Submission of this instrument by Landlord to Tenant for examination or signature does not constitute an offer by Landlord to lease the Leased Premises. This Lease shall become effective, if at all, only upon the execution by and delivery to both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord constitutes an offer to lease the Leased Premises on the terms contained herein. The offer by Tenant will be irrevocable until 6:00 p.m. EST, fifteen (15) days after the date Landlord receives the Lease executed by Tenant.

**Section 16.05. Indemnification for Leasing Commissions.** The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease is the Broker and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto. Landlord shall pay any commissions due Broker based on this Lease pursuant to separate agreements between Landlord and Broker. There are no other brokers involved in the leasing of the premises other than those specifically named in Section 1 of the lease.

**Section 16.06. Notices.** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered posted at the premises, in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Section 1.01(1). If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

**Section 16.07. Partial Invalidity; Complete Agreement.** If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

**Section 16.08. Financial Statements.** During the Lease Term and any extensions thereof, Tenant shall provide to Landlord on an annual basis, within ninety (90) days following the end of Tenant's fiscal year, a copy of Tenant's most recent financial statements prepared as of the end of Tenant's fiscal year. Such financial statements shall be signed by Tenant or an officer of Tenant, if applicable, who shall attest to the truth and accuracy of the information set forth in such statements, or if the Minimum Annual Rent hereunder exceeds \$100,000.00, said statements shall be certified and audited. All financial statements provided by Tenant to Landlord hereunder shall be prepared in conformity with generally accepted accounting principles, consistently applied.

**Section 16.09. Representations and Warranties.**

(a) Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Landlord is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

**Section 16.11. Parking.** Tenant shall be entitled to the non-exclusive use of the parking spaces designated for the Building by Landlord. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces between Tenant and other tenants. There will be no assigned parking unless Landlord, in its sole discretion, deems such assigned parking advisable. No vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant, or any of Tenant's employees, contractors or invitees, and deemed abandoned by Landlord will be towed and all costs thereof shall be borne by Tenant. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. There shall

be no parking permitted on any of the streets or roadways located within the Park.

**Section 16.12. Consent or Approval.** Where the consent or approval of a party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

**Section 16.13. Time.** Time is of the essence of each term and provision of this Lease.

**Section 16.14. Patriot Act.** Each of Landlord and Tenant, each as to itself, hereby represents its compliance and its agreement to continue to comply with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Landlord and Tenant further represents (such representation to be true throughout the Lease Term) (a) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (b) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the website address [www.ustreas.gov/offices/enforcement/ofac](http://www.ustreas.gov/offices/enforcement/ofac).

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**Section 16.15. 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.

**ARTICLE 17 - SPECIAL STIPULATIONS**

**Section 17.01. Option to Extend.**

- (a) Grant and Exercise of Option. Provided that (i) no default has occurred and is then continuing, (ii) the creditworthiness of Tenant is then reasonably acceptable to Landlord, and (iii) Tenant originally named herein remains in possession of and has been continuously operating in the entire Leased Premises throughout the Lease Term, Tenant shall have two (2) options to extend the Lease Term for two (2) additional periods of five (5) years (the "Extension Term"). The Extension Term shall be upon the same terms and conditions contained in the Lease except (x) Tenant shall not have any further option to extend, (y) any improvement allowances or other concessions applicable to the Leased Premises under the Lease shall not apply to the Extension Term, and (z) the Minimum Annual Rent shall be adjusted as set forth herein ("Rent Adjustment").

Tenant shall exercise such option by delivering to Landlord, no later than ninety (90) days prior to the expiration of the current Lease Term, written notice of Tenant's desire to extend the Lease Term. Tenant's failure to properly exercise such option shall be deemed a waiver of such option. If Tenant properly exercises its option to extend, Landlord shall notify Tenant of the Rent Adjustment no later than ninety (90) days prior to the commencement of the Extension Term. Tenant shall be deemed to have accepted the Rent Adjustment if it fails to deliver to Landlord a written objection thereto within five (5) business days after receipt thereof. If Tenant properly exercises its option to extend, Landlord and Tenant shall execute an amendment to the Lease (or, at Landlord's option, a new lease on the form then in use for the Building) reflecting the terms and conditions of the Extension Term within thirty (30) days after Tenant's acceptance (or deemed acceptance) of the Rent Adjustment.

- (b) Rent Adjustment. The Minimum Annual Rent for the Extension Term shall be an amount equal three- percent (3%) of the Minimum Annual Rent per square foot for the period immediately preceding the Extension Term for the first twelve (12) months of the Extension Term, with an increase of three percent (3%) for each successive twelve (12) month period of the Extension Term. The Monthly Rental Installments shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Rent for the Extension Term and shall be paid at the same time and in the same manner as provided in the Lease.

[SIGNATURES FOLLOW ON NEXT PAGE]

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LEASE AGREEMENT  
**SUNWEST OFFICE PARK, LLC.**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

SUNWEST OFFICE PARK, LLC, a Florida limited liability corporation.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: */s/ Michael Coverh* \_\_\_\_\_

Printed Name: Michael Coverh

Its: VP of Operations

Date of Execution: 05/23/17

TENANT:

ANU LIFE SCIENCES, INC.

WITNESSES: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
By: */s/ Bruce Werber* \_\_\_\_\_

Printed Name: Bruce Werber

Its: Chief Executive Officer

Date of Execution: 05/23/17

\_\_\_\_\_



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SUNWEST OFFICE PARK, LLC.

**Exhibit B**  
**RENT BREAKDOWN' S**

SUNWEST CC ASSOCIATION, INC												
Blk.	Unit	Sq Ft in Unit	Allocation of Association Fee	Allocation of Reserves	Annual Association Fee	Annual Reserves	Annual Maintenance and Insurance	Real Estate Taxes	Annual Operating Expenses	Annual per foot Operating Expenses	Monthly Operating Expenses	
			1	2			3	4				
A	100	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	101	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	102	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	103	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	104	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	105	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	106	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	107	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	108	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
A	109	3,819	2.72%	5.44%	\$ 7,154.71	\$ 696.43	\$ 1,031.13	\$8,000.00	\$ 16,884.27	\$ 4.42	\$ 1,407.02	
B	200	4,062	2.90%	5.78%	\$ 7,609.96	\$ 742.87	\$ 1,096.74	\$8,900.00	\$ 17,949.57	\$ 4.42	\$ 1,495.80	
B	201	4,062	2.90%	5.78%	\$ 7,609.96	\$ 742.87	\$ 1,096.74	\$8,900.00	\$ 17,949.57	\$ 4.42	\$ 1,495.80	
B	202	4,062	2.90%	5.78%	\$ 7,609.96	\$ 742.87	\$ 1,096.74	\$8,900.00	\$ 17,949.57	\$ 4.42	\$ 1,495.80	
B	203	4,062	2.90%	5.78%	\$ 7,609.96	\$ 742.87	\$ 1,096.74	\$8,900.00	\$ 17,949.57	\$ 4.42	\$ 1,495.80	
B	204	4,062	2.90%	5.78%	\$ 7,609.96	\$ 742.87	\$ 1,096.74	\$8,900.00	\$ 17,949.57	\$ 4.42	\$ 1,495.80	
B	205	4,062	2.90%	5.78%	\$ 7,609.96	\$ 742.87	\$ 1,096.74	\$8,900.00	\$ 17,949.57	\$ 4.42	\$ 1,495.80	
B	206	4,062	2.90%	5.78%	\$ 7,609.96	\$ 742.87	\$ 1,096.74	\$8,900.00	\$ 17,949.57	\$ 4.42	\$ 1,495.80	
B	207	3,640	2.80%	5.18%	\$ 6,819.36	\$ 655.89	\$ 982.80	\$7,620.00	\$ 16,087.86	\$ 4.42	\$ 1,340.65	
Subtotal						\$ 12,850.10						
C	300	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,415.81	\$ 16,865.39	\$ 4.82	\$ 1,405.45	
C	301	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,156.86	\$ 16,606.24	\$ 4.74	\$ 1,383.85	
C	302	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,156.86	\$ 16,606.24	\$ 4.74	\$ 1,383.85	
C	303	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,153.06	\$ 16,602.64	\$ 4.74	\$ 1,383.55	
C	304	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,153.06	\$ 16,602.64	\$ 4.74	\$ 1,383.55	
C	305	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,153.06	\$ 16,602.64	\$ 4.74	\$ 1,383.55	
C	306	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,128.09	\$ 16,577.67	\$ 4.74	\$ 1,381.47	
C	307	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
C	308	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,153.06	\$ 16,602.64	\$ 4.74	\$ 1,383.55	
C	309	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,153.06	\$ 16,602.64	\$ 4.74	\$ 1,383.55	
D	400	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
D	401	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
D	402	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
D	403	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
D	404	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
D	405	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,409.11	\$ 16,858.69	\$ 4.82	\$ 1,404.89	
D	406	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,158.49	\$ 16,608.07	\$ 4.75	\$ 1,384.01	
D	407	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
D	408	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51	\$ 1,050.00	\$8,158.49	\$ 16,608.07	\$ 4.75	\$ 1,384.01	
D	409	3,500	2.90%	5.00%	\$ 6,557.08	\$ 842.51						
Subtotal						\$ 16,850.10						
Total Sq. Ft.		140,264										

408 - Subject Unit

ANU RENT BREAKDOWN							
	BASE RATE (AVG)	RENTABLE SQUARE FOOTAGE	BASE RENT/Month	CAM/Month**	TOTAL MONTHLY RENT	SALES TAX	TOTAL MONTHLY RENT INCLUDING FL SALES TAX
7/1/17 - 8/31/17	\$ 8.97	3500	\$ 2,616.25	\$ 1,385.42	\$ 4,001.67	\$ 240.10	\$ 4,241.77
9/1/17 - 6/30/18	\$ 20.97	3500	\$ 6,116.25	\$ 1,385.42	\$ 7,501.67	\$ 450.10	\$ 7,951.77
7/1/18 - 6/30/19	\$ 20.97	3500	\$ 6,116.25	\$ 1,385.42	\$ 7,501.67	\$ 450.10	\$ 7,951.77
7/1/19 - 6/30/20	\$ 24.40	3500	\$ 7,116.67	\$ 1,385.42	\$ 8,502.08	\$ 510.13	\$ 9,012.21
7/1/20 - 6/30/21	\$ 25.13	3500	\$ 7,329.58	\$ 1,385.42	\$ 8,715.00	\$ 522.90	\$ 9,237.90
7/1/21 - 6/30/22	\$ 25.88	3500	\$ 7,548.33	\$ 1,385.42	\$ 8,933.75	\$ 536.03	\$ 9,469.78
*Due to rounding rent may be off \$.02 +/-							
** CURRENT CAM @ \$4.75/SF							

LEASE AGREEMENT  
*SUNWEST OFFICE PARK, LLC.*

EXHIBIT C  
RULES AND REGULATIONS

A. GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. No Tenant or Occupant may park more than the number of vehicles in the common area as the number permitted by law, unless additional spaces have been assigned to the unit. Trucks (Except for pick-up trucks), campers, motor homes, trailers, boats, and boat trailers are prohibited. Bicycles and mopeds will be parked only in areas designated by the Association. Vehicle maintenance is not permitted on the Common Areas. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Common Areas. The developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marking of units, as are commercial vehicles used by vendors of the Association while engaged in work at the Building.
  2. No exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed without the written consent of the Landlord and Association
  3. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the Common Areas or their Unit that is visible from the exterior of the Building or from the Common Areas without prior written consent of the Landlord and Association. All window treatments must be approved in writing by the Landlord and Association prior to installation. Any tenant or legal occupant of a Unit shall submit a written proposal with a sample of the window treatment to the Landlord and Association. The Landlord and Association shall respond in writing within ten (10) days to the application.
  4. All common areas outside the Buildings will be used for their designated purposes only, and nothing belonging to Tenants, their clients or invitees, will be kept therein or thereon without the approval of the Landlord and Association. Such areas will at all times be kept free of obstruction. Tenants are financially responsible to the Landlord for damage to the Common Areas caused by themselves, their clients and invitees.
  5. Tenants or legal occupants of Units are not permitted to have pets on the Common Areas except for sight or hearing impaired guide dogs recognized by the Landlord and Association. The Landlord and Association has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions
  6. Disposal of garbage and trash will only be in those areas designated by the Landlord and Association. The landlord will not provide trash removal from the individual Units
  7. All tenants will provide the Landlord with a contact person whom can be reached 24 hours a day, 365 days a year in case of emergency with the Unit. However, the Landlord and Association reserves the right to forcibly enter a unit should there be an emergency situation in a Unit such as but not limited to fire or broken water pipes.
  8. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., shall not be heard outside the Unit
  9. Illegal and immoral practices are prohibited.
  10. Lawns, shrubbery or other exterior plantings will not be altered, moved, or added to without permission of the Landlord and the Association
  11. No nuisance of any type or kind will be maintained or permitted on the Common Area
  12. Nothing will be done or kept in any Unit or in Common Areas that will increase the rate of insurance on the Building or contents of the Building without prior written consent of the Landlord and Association. No owner or tenant will permit anything to be done or kept in the Unit or in the Common Areas that will result in the cancellation of the insurance on the Building of the contents of the Building, or that would be in violation of any law, regulation or building code.
  13. Persons moving furniture and other equipment into and out of the Units must notify the landlord. All such moving must take place Mondays through Saturdays between the hours of 8AM and 5PM only, unless the Landlord grants permission otherwise. Moving vans and trucks used for this purpose will remain on the Common Areas only when actually in use. A violation of this provision will result in a \$100 fine.
  14. Repair, construction, decorating or remodeling work will be done so as to minimize the impact on the building occupants. The landlord reserves the right to restrict the hours to non-business hours for such activity to protect the peaceable enjoyment of the units.
  15. The sinks, toilets and other plumbing fixtures shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant.
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