LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into as of the 1ST day of February, 2020, (the "**Effective Date**"), by and between **Riviera Dunes Marina Condominium Association, Inc..**, a Florida not for profit corporation (herein referred to as "Landlord", of 102 Riviera Dunes Way, Palmetto, Florida 34221 and **American Marine Marketing Corp.** (herein referred to as "Tenant") with a mailing address of 1065 Riverside Drive, Palmetto, FL 34221.

RECITALS

A. Landlord is the owner of that certain building located upon the real property described in Exhibit "A" attached hereto and by reference made a part hereof ("Property").

B. Tenant desires to lease from Landlord a portion of the Property being an office located in the Northwest corner of the Property, consisting of approximately 400 sq.ft. described in Exhibit "B" ("Premises"), including the nonexclusive use of the Common Areas which serve the Property.

C. Landlord and Tenant hereby enter into this Lease for the purpose of defining their respective rights, duties, liabilities, and obligations with reference to Tenant's occupancy of the Premises and Common Areas, as those terns are defined below.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon all of the terms, covenants, and conditions contained in this Lease. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date established in accordance with this Lease.

Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Premises or the Property or with respect to the suitability or fitness of either for the conduct of Tenant's Permitted Use or for any other purpose. Tenant agrees to accept the Premises in its "AS IS" condition without any agreements representations, understandings, or obligation on the part of Landlord to perform any alternations, repairs, or improvements (or to provide any allowance for same).

2. FURNISH FOR USE. Tenant covenants and agrees, at its sole cost and expense, to cause said Premises to be furnished to suit its needs for its intended use.

3. LEASE TERM. The term of this Lease is for a period of twelve (12) months beginning on the 1st day of February, 2020 (Commencement Date").and expiring at midnight on the 31st day of January, 2021 ("Term').

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4. RENT AND SECURITY DEPOSIT.

~~A. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Two Thousand and No/100th Dollars ($2,000.00), together with applicable sales tax due thereon being an amount equal to the February 2015 and January 2016 rents, receipt of which is acknowledged by Landlord. No sum has been paid by Tenant as a security deposit hereunder.~~

B. Tenant shall pay to Landlord for the Premises the total rental consideration of $13,116.00 which, aside from the Rent (and any refund thereof) paid under 4A above, shall be paid in monthly rental installments ("Rent"') during the Term hereof in the amount of $1,093.00 each, in advance on the first day of each month, together with a sum equal to applicable sales tax thereon as well as on any other sums due hereunder, from Tenant to Landlord. Rent for any partial month of occupancy shall be prorated based on the number of days of occupancy for such month and the number of days in such month. ·

5. COMMON AREA MAINTENANCE CHARGE; UTILITIES. Additionally, Tenant shall pay to Landlord on a monthly basis, together with Rent, the sum of $250.00 per month, plus applicable sales tax, representing Tenant's share of common area maintenance expenses ("CAM") which, for purposes hereof: include without limitation, association fees for building maintenance, grounds and parking lot maintenance, and real estate taxes and insurance for the Property and building of which the Premises are a part, and utility charges (including electricity, water, sewage and gas).and garbage collection pertaining to the Property.

All other costs, expenses and obligations of any kind or nature whatsoever relating to the Premises shall be paid by Tenant unless otherwise specifically provided to the contrary herein. Specifically, but without limitation, Tenant shall pay for internet and phone charges for the Premises.

6. RENEWAL OPTION. Tenant is hereby granted and, if not at the time in default under this Lease, shall have the option to renew this Lease for two (2) additional and consecutive two (2) year terms. Tenant shall exercise its option to renew by written notice to Landlord, at least ninety (90) days prior to the expiration of the original Lease term or the expiration of the first renewal term. Rent shall increase by three percent (3.0%) for each renewal term, rounded to the next highest even dollar amount. Accordingly, Rent shall be paid at the rate of $1,126.00 for each month of the first renewal term, and $1,160.00 for each month of the second renewal term. All other terms and conditions set forth in this Lease shall remain binding and in full force and effect. Upon the exercise of its option to renew, either party may request the execution of an addendum to this Lease setting forth the new Expiration Date. Notwithstanding the foregoing, Landlord shall have no obligation to allow Tenant to renew this Lease if (a) Tenant is in default at the time Tenant exercises its option to renew; (b) Tenant is in default on the date the Renewal is to become effective; or (c) Tenant has regularly and habitually failed to fully comply with the terms and conditions ofth.is Lease.

7. PERSONAL PROPERTY TAX. In addition to the Rents hereinabove reserved, Tenant covenants and agrees that it shall be responsible for and pay when due all personal property taxes for its property located on the Premises.

8. USE. Tenant covenants and agrees that the Premises shall be used and occupied for professional office use and specifically for boat/marine sales, brokerage and related services, and for no other purpose without Landlord's prior written consent. Tenant further covenants to allow no activities on the Property which would constitute a violation of any zoning ordinance or special permit use. Any fines or assessments resulting from such activities shall be paid immediately by Tenant, and all such activities shall immediately cease. Tenant shall not use the Property for any illegal purpose.

Tenant may in connection with its business operated out of the Premises and for no additional Rent, conduct customer focused events on the Property and the adjacent marina facility (including the common areas, pools and gas grills), such as Rendezvous, Tournaments, Socials, Ladies at the Helm and other marine customer activities. All such events shall be:(a) conducted in a manner that will not interfere with the business of other tenants of the Property; and (b) coordinated with and approved by Landlord. Tenant shall insure that its insurance policies shall fully protect Landlord and Tenant, as requited hereunder, for all such events conducted by Tenant.

9. MAINTENANCE OF PREMISE. Tenant, during the term of this Lease, or any renewal or extension hereof, shall make all repairs of any nature (with exception of repairs arising from an insured casualty) as shall be reasonably necessary and keep said Premises, in a good condition and repair during the term of the lease, and agrees that all damage and injury done to the Premises or Property caused by Tenant, its agents, servants, guests, customers, or employees, shall be repaired by Tenant at its expense. Tenant further agrees that upon expiration of this Lease, or upon the earlier termination thereof, to quit and surrender possession of the Premises in as good condition and repair as reasonable wear and tear may permit. Tenant covenants and agrees at all times during the term hereof to keep the Premises in a clean, sanitary, and attractive condition.

10. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease, or any interest herein without Landlord's written consent. In the event of an assignment or sublease, any monthly rental received by Tenant which exceeds the total monthly Rent due as determined in paragraph 4 above, shall immediately be remitted to Landlord. For purposes hereof; any transfer of the ownership, management or control of Tenant shall, at Landlord's option, be deemed an assignment in violation of this Section 10.

11. DELINQUENT PAYMENTS. Should Tenant allow any payment of Rent or other sums hereinabove specified to become delinquent and remain delinquent for ten (10) days after the same is due, then Landlord shall have the right to re-enter and retake possession of the leasehold Premises, and this Lease shall automatically be terminated. Bankruptcy of Tenant or assignment for the benefit of creditors shall likewise operate as termination of the right of possession of the Premises, and shall not waive Landlord's right or estop Landlord from repossessing the Premises for subsequent defaults and in such event, Tenant agrees to peaceably surrender possession.

It is further agreed that in the event Tenant fails to pay Rent or other sums above required, or should it default in any of its covenants with Landlord set forth herein so that it becomes necessary for Landlord to employ an attorney to collect rents or to recover possession of the Premises, or to enforce any covenant hereunder, then Tenant shall pay all costs of collection and expenses of recovering possession, including reasonable attorneys' fees, (whether before or after institution of a suit, on appeal or in bankruptcy) brokerage fees, and reasonable expenses necessary to effectuate repossession and/or re-renting provided that all rents thereafter collected

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shall be credited to the account and benefit of rents due from the Tenant hereunder.

12. RIGHT TO LEASE. Landlord covenants that it is the owner of the above Premises, and further that it has good and lawful authority to lease the same, and that Tenant may peacefully occupy and enjoy the Premises subject to the terms hereof: and further that all city, county and State taxes and assessments against said Property have been paid to the current year. If, without fault on the part of Tenant, the operation of its business on the Premises is hereafter prevented, limited, or impaired by any act or omission of any governmental authority or restriction as to the of the Premises, and such condition continues for thirty (30) days or more, Tenant may, at its option, terminate this Lease by giving notice of termination to Landlord, and Rent shall be paid to and adjusted as of the date of such termination.

13. SIGNS. Except as set forth herein, Tenant shall have the right to install, erect and maintain upon the Premises (as defined in RECITALS, paragraph B) all signs necessary or appropriate to the conduct of its business. Tenant shall not install, erect or maintain any sign in violation of any applicable law, ordinance or use permit of any governmental authority nor shall it erect any additional signage in any other location without Landlord's written approval of both the actual signage and its location. Tenant may remove (but shall not be required to remove) any of its signs at any time during said term or upon the expiration thereof or earlier termination of this Lease, or within thirty (30) days after such expiration or termination, and Tenant at its own expense shall repair any physical damage caused by such removal.

14. REMOVAL OF PROPERTY AT TERMINATION. It is agreed that all furniture, and movable equipment placed on the Premises by Tenant is the property of Tenant and upon termination of this agreement, Tenant shall have the right to remove all such personal property from the Premises, provided that it and its assigns are not in default in payment of Rent or any other sums herein provided. Tenant further covenants that it will exercise due care in removal of such furniture, and equipment, and cause such removal to be done in a workmanlike manner, and shall restore the Premises to the original condition, normal wear and tear excepted and save Landlord harmless from any damage caused in and about such removal The foregoing shall under no circumstance be deemed or construed as a waiver of Landlord's lien under Section 83.08, Florida Statutes, as amended or renumbered from time to time.

15. TENANT'S INSURANCE; INDEMNIFICATION. During the term of this lease; or any extension hereof; Tenant covenants and agrees, at its cost and expense, to obtain and keep in full force and effect, commercial general liability insurance for the Premises which shall be for the benefit of the parties hereto as their interests may appear, insuring said parties against damage to property or person or any person or party by reason of property damage or personal injury occurring on the Property or as a result of Tenant's use of or activities in connection with the Premises. Said policy shall be in a minimum amount of One Million and No/100th Dollars ($1,000,000.00) for injury to any one (1) person and Two Million and No/100th Dollars ($2,000,000.00) for injury for any one (1) occurrence. Landlord shall be furnished, upon request with certificate of insurance showing coverage to be in force and effect, and showing that the Landlord is named as an additional insured on the policy. Tenant shall be responsible for insuring its personal property located on the Premises.

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Tenant further agrees to indemnify and save Landlord harmless from any and all claims with respect to bodily injury or property damage arising from any breach or default in the performance of any covenant or agreement on Tenant's part to be performed pursuant to the terms of this Lease or arising from Tenant's negligence or intentional acts or the negligence or intentional acts of any of Tenants agents, employees, contractors, invitees, licensees and assignees including all costs, expenses and counsel fees incurred in connection with any such claim; and if any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding at its expense.

16. DESTRUCTION OF PREMISES. If, at any time after the execution of this Lease, the Premises, or any portion thereof or any portion of the Property or related improvements integral to the Tenant's use of the Premises, should be damaged or destroyed by fire, the elements or casualty (collectively in this Section "Casualty") the following provisions shall govern the rights and obligations of Landlord and Tenant.

(a) In the event of partial destruction of the Premises or any portion of the Property or related improvements integral to the Tenant's use of the Premises where damage is less than twenty-five percent (25%) loss, the Landlord shall forthwith repair the same provided such repairs can be made within 180 days of the date of such damage or destruction. Landlord shall keep Tenant informed of progress and expedite date of completion of repairs. If repairs are not substantially complete within such 180-day period, Tenant may elect to terminate the Lease.

(b) In the event of partial or total destruction of the Premises or any portion of the Property or related improvements integral to the Tenant's use of the Premises where damage is twenty-five percent (25%) or more loss, Tenant shall have the right to terminate this Lease if repairs cannot be completed within 210 days from the date of the damage or destruction. Within thirty (30) days after such damage or destruction, Landlord shall advise Tenant if the repairs can be made within such timeframe. If Landlord advises that repairs can be completed within such time frame and if repairs are not substantially complete within such 210 day period, Tenant may elect to terminate the Lease. Landlord shall keep Tenant informed of progress and expected date of completion of repairs.

(c) Rent and any other charges due to Landlord hereunder shall be abated during the period for which any portion of the Premises or any portion of the Property or related improvements integral to the Tenant's use of the Premises are unusable as a result of such damage or destruction and during the repair period. The term of the Lease shall be automatically extended by a period of time equal to the repair period, at Tenant's election.

17. RENOVATION. Tenant shall make no renovations or capital improvements to the Premises without the written consent of Landlord. If such written consent is obtained, all renovations and capital improvements made pursuant thereto shall be at Tenant's sole cost and expense and the same shall meet all zoning and building codes and parking requirements of all governmental authorities having jurisdiction thereof. Tenant covenants and agrees to keep the demised Premises free from all and any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant under any such undertaking. Tenant acknowledges and understands that Landlord shall have no right, authority, or privilege to place or cause to be placed, a lien over the property of the Tenant, and the Tenant is prohibited from any act which does incur or create a lien over the property of the Landlord. All improvements

shall remain the property of Landlord upon expiration or earlier termination of this Lease. The parties agree that a short form lease may be recorded setting out this prohibition of Tenant to create or cause to be created a lien over the property.

18. CONDEMNATION. If all, or substantially all, of the Property is taken pursuant to eminent domain proceedings or sold to a governmental entity under a threat of eminent domain proceedings, such that the Premises cannot be used by Tenant in the conduct of its business then this Lease shall terminate as of the date of the taking, and neither party shall have any further obligations, responsibilities or rights against the other party.

Tenant shall not have any claim against the sale proceeds, or court-awarded proceeds, but Tenant may join any such Court proceedings or bring a separate action or claim against the governmental entity bringing or threatening such eminent domain proceedings, for an award for payment resulting from damages to Tenant's business resulting from a taking by such governmental entity under the rights of eminent domain.

If a portion of the Property is taken by eminent domain, but Tenant can continue to use the Premises in the conduct of its business, then, in that event, this Lease shall continue and Tenant shall continue to perform all of its obligations and under the Lease, including the payment of rent without reduction or apportionment

19. ABANDONMENT. Tenant agrees not to vacate or abandon the Premises at any time during the demised term, and should Tenant vacate or abandon the Premises, or be dispossessed by process of law, or otherwise, such abandonment, vacation, or dispossession shall be considered a breach of this Lease, and in addition to any other rights which Landlord might have, the Landlord may re-enter possession and remove any personal property belonging to Tenant which remains on the Premises and store the same, such removal and storage to be for the account of the Tenant.

20. DEFAULT. Tenant shall be deemed in default of Tenant's obligations under this Lease upon the occurrence of any of the following: (i) Tenant's continued default in payment of Rent or any other sums due hereunder for a period of ten (10) days; (ii) Tenant's continued default in performance of any other covenant., promise or obligation of this Lease for a period of fifteen (15) days after receipt by Tenant of written notice thereof from Landlord, or if Tenant's default is of a type that is not reasonably possible to cure within fifteen (15) days. If Tenant has not commenced to cure said default within said fifteen (15) day period and does not thereafter diligently prosecute the curing of said default to completion; (iii) any act or omission of Tenant constituting an anticipatory breach or repudiation of this Lease; (iv) the involuntary or voluntary filing under reorganization, bankruptcy, or insolvency law or appointment of a receiver or trustee for Tenant or its property;(v) the sale of Tenant's interest under this Lease by execution or other legal process; (vi) Tenant making an assignment or transfer for the benefit of creditors; (vii) Tenant's abandonment or vacation of the Premises during the term of this Lease. Tenant's non-occupation of the Premises or failure to conduct business for a period of thirty (30) days shall be conclusively deemed an abandonment; or (viii) the seizure, sequestration, or impounding by virtue or under authority of any legal proceeding of any of the personal property or fixtures of Tenant used in or incident to the operation of the Premises.

21. LANDLORD'S REMEDIES. Upon Tenant's default hereunder, Landlord may exercise any one or all of the following options: (i) Terminate Tenant's right to possession under this Lease and re-enter and take possession of the Premises and re-let or attempt to re-let the Premises on behalf of Tenant, at such rental and under such terms and conditions as Landlord may, in the exercise of Landlord's sole and absolute discretion, deem best under the circumstances for the purpose of reducing Tenant's liability; and Landlord shall not be deemed to have thereby accepted a surrender of the Premises and Tenant shall remain liable for all sums due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or reletting, Landlord may, by delivering written notice to Tenant, elect to exercise its option under- the following subparagraph to accept a surrender of the Premises, terminate and cancel this Lease, and retake and occupancy of the Premises on behalf of the Landlord. Nothing contained in this subparagraph shall be construed as imposing any enforceable duty upon Landlord to (i) relet the premises or otherwise mitigate or minimize Landlord's damages by virtue of Tenant's default. (ii)Declare this Lease to be terminated, and reenter upon and take possession of the Premises without notice to Tenant, whereupon the term hereby granted and all right, title and interest of Tenant in the Premises shall terminate. Such termination shall be without prejudice to Landlord's right to collect from Tenant any sums due hereunder which have accrued prior to termination, together with all damages suffered by Landlord because of Tenant's breach of any covenant contained in this Lease. Tenant hereby expressly waives any and all notices or demands of delivery of possession required by law or otherwise. (iii) Declare the entire remaining suns due hereunder (to the extent then known) for the term of this Lease to be immediately due and payable, and, at Landlord's option, take immediate action to recover and collect the same by any available procedure.(iv) Enforce by any available procedure a landlord's lien upon any or all of Tenant's equipment, trade fixtures, inventory, and other property of Tenant situated on, affixed to, or kept on the Premises at the time of Tenant's default, Tenant hereby granting Landlord a Landlord's lien upon all such property for the full performance of each of Tenant's obligations hereunder. The remedies provided in this paragraph shall be cumulative to those provided elsewhere herein or by law.

22. COMPLIANCE WITH LAW. Tenant covenants and agrees that it shall comply promptly with all laws, rules, and regulations of any governing body, having jurisdiction over the property or the business conducted therein, whether federal, state or municipal or any branch thereof: and further that it will comply all the requirements of the Board of Fire Underwriters concerning the Premises.

23. UTILITIES FOR PREMISES. Landlord further warrants that sewer, water and electricity for the intended use are available to the leased Premises, and that there are no unusual conditions respecting the leasehold Premises which would prevent the intended use thereof by the Tenant. Landlord shall be responsible for all utility charges and repair

24. ATTORNEY FEES; COSTS. In any litigation arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

25. WARRANTIES. Landlord warrants that there are no facts known to it materially affecting the value of the Premises which are not readily observable by Tenant or which have not been disclosed to Tenant.

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26. RADON GAS. Notice to prospective Purchasers/Tenants. 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. This disclosure is made pursuant to Section 404.056(8), Florida Statutes.

27. RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant, and that Landlord has no ownership in the Tenant's business, and that in no manner shall this Lease be construed as granting any such right to Landlord. Tenant, on the other hand, is not and shall not, under any condition, be deemed to be an agent or representative of Landlord.

28. DAMAGE CAUSED BY TENANT. In the event Tenant shall have caused damage to the Premises which shall not have been repaired prior to termination of the Lease, then Landlord shall be entitled to repair the same within forty-five (45) days after termination and recover the full cost of such repair work from Tenant and Tenant shall make payment to Landlord immediately upon demand by Landlord.

29. NOTICE All notices, demands, or requests provided for or permitted to be given pursuant to this Lease shall be in writing and shall be delivered by depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested; depositing the same with a nationally recognized overnight express mail provider; or hand delivery; addressed to the respective parties at the following addresses:

If to Landlord: Riviera Dunes Marina Condominium Association, Inc.
102 Riviera Dunes Way
Palmetto, Florida 34221

If to Tenant: American Marine Marketing Corp.
1065 Riverside Drive
Palmetto,
FL34221
or
by hand delivery to: the Premises

or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Paragraph 29. All notices shall be deemed to have been received upon actual receipt by the addressee.

30. TIME OF ESSENCE. Time is of the essence of this Lease, and of each and every provision hereof.

31. GOVERNING LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Florida.

32. BINDING EFFECT. This Lease shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns, and all of the terms, covenants, and provisions hereof shall ensure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto, provided that nothing herein contained shall be deemed to permit any assignment of subletting contrary to the foregoing provisions hereof.

33. MEANING OF PRONOUNS AND GENDERS. Whenever the context hereof so requires, the singular shall include the plural, and the use of masculine or neuter gender shall be construed to include all genders.

34. HEADINGS. The headings used herein are inserted merely as a matter of convenience and shall not alter or have any effect upon the meaning, terms, or substance of this agreement.

35. MOLD. Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

36. PARKING. Tenant may use the onsite parking on the Property and associated with the Premises in common with Landlord, and other tenants of the Property, their guests, members, agents, customers, employees and invitees at no additional rental consideration. Tenant acknowledges and agrees that the cul-de-sac servicing the building on the Property in which the Premises are a part, is not a parking area. Tenant will prohibit its employees, agents, customers and invitees from parking therein. Tenant agrees to assist Landlord in monitoring the cul-de-sac so that at no time will vehicles be parked in this prohibited area. Tenant shall have the right to park its logoed service van in the parking lot from time to time but not on a continual basis and subject to Landlord's requirements and restrictions.

37. AUTHORITY. The individual officer executing this Lease on behalf of Tenant covenants and warrants to Landlord that he/she is duly authorized by Tenant so to do pursuant to all required corporate resolutions and approvals and that upon execution by such officer on behalf of Tenant, Tenant shall be fully bound by the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Peggy Lee Trotter

Name: Peggy Lee Trotter

Name: _____
(as to Landlord)

"LANDLORD"

Riviera Dunes Marina Condominium Association, Inc., a Florida corporation

By: Bill Chamberlain

Name: Bill Chamberlain
Its: General Manager

(company seal)

Dated: January 14, 2020

"TENANT"

AMERICAN MARINE YACHTS INC

(PREVIOUSLY AMERICAN MARINE MARKETING CORP)

Name: _____

By: _____

Name: _____
(as to Tenant)

Name: GORDON BURGESS
Its: PRESIDENT /CEO

(company seal)

Dated: JANUARY 13TH, 2020