

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of October 23, 2023, by and between 2307 Properties LLC ("Landlord"), and Florida Sports Foundation Inc. ("Tenant"). The Landlord and Tenant are jointly referred to as Parties." The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to tenant at 3403 NW 97TH Blvd Suite 10 Gainesville FL 32606 (the "Premises") consisting of approximately 3,090 sf of flex space as shown in Exhibit A.

TERM. Five (5) years with two, separate, five (5) year options to extend. The lease term will begin on December 01, 2023, and will terminate on December 01, 2028.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$3,862.50, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 3403 NW 97th Blvd Ste 20, Gainesville, Florida 32606. The payment address may be changed from time to time by the Landlord, and such change must be made in writing by the Landlord not less than fifteen (15) days prior to the next payment due date. Lease payments will increase by 3% annually.

Monthly Installments in Year 1- \$3,862.50

Monthly Installments in Year 2- \$3,978.37

Monthly Installments in Year 3- \$4,097.72

Monthly Installments in Year 4- \$4,220.65

Monthly Installments in Year 5- \$4,347.26

UTILITIES. The tenant shall set up an account with the electrical service provider (GRU) and pay for the electrical use of suite 10 because it is metered separately. The tenant shall set up and pay for internet and phone service separately with their provider.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, a security deposit of \$3,862.50 to be held in trust by the Landlord. The security deposit shall be returned to the Tenant within Thirty (30) days following the expiration of the Term hereof and deductions should only be the reasonable cost to Landlord for correcting any damage and disbursed for Tenant damages to the Premises (if any).

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, or on the last day of any renewal term, unless otherwise agreed by both parties in writing. At the expiration of the term or renewal terms, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant shall have 24/7/365 access to the Premises. Tenant may use the Premises only for Office use and storage of equipment and items inside the warehouse of the building. No storage outside of the building is permitted. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PARKING. Tenant shall be entitled to use 4 parking space(s) for the parking of the Tenant's customers'/guests'/ employees 'motor vehicle(s).

INSURANCE:

PROPERTY INSURANCE. The Landlord shall obtain and keep in force during the Term of this Lease, and any renewals, fire and extended coverage on the Premises. Landlord needs to insure the building for its full replacement value

without co-insurance. Tenant shall receive advance written notice from the insurer prior to any termination or non-renewal of such insurance policies. Landlord shall provide Tenant with a certificate of insurance confirming compliance with this paragraph.

PROPERTY INSURANCE. Tenant shall carry the equivalent of ISO Special Form Property Insurance on its personal property and fixtures located in the Premises and any improvements made by Tenant for their full replacement value and with coinsurance waived, and Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to the same, regardless of the cause thereof. Landlord shall receive advance written notice from the insurer prior to any termination or non-renewal of such insurance policies. Tenant shall provide Landlord with a certificate of insurance confirming compliance with this paragraph.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$500,000 for injury to one person, and \$500,000 for any one accident, and a limit of at least \$1,000,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

WAIVER OF SUBROGATION. As long as their respective insurers so permit without additional premium, Tenant and Landlord each waive any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other for loss or damage to such waiving party or its property or the property of other under its control, where such loss or damage is insured under any insurance policy in force at the time of such loss or damage, and obtain from their respective insurers waivers of subrogation against the other party.

RENEWAL TERMS. The tenant has the option to renew this lease for two separate 5-year terms given 180 days written notice prior to lease expiration. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments will increase three 3% percent per annual period.

MAINTENANCE AND LANDLORD WORK..

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks, including snow and ice removal
- Grass cutting, landscaping, and irrigation
- all other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall be limited to:

- General upkeep of the Premises, and repair of the electrical wiring, plumbing, and HVAC within the premises (Suite 10 only), up to \$500 per occurrence. Any amount over \$500 shall be covered and paid for by Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all tangible personal property taxes on Tenant's property which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises as Tenant has conducted it business, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than any available insurance proceeds for such work, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair exceeds any insurance proceeds available for such work, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days'

written notice of such event or condition by the Tenant and any unearned rent paid in advance by Tenant shall be refunded to Tenant. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or provision by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation under this lease within 30 days after written notice of default and opportunity to cure same, provided, however, if the nature of the default is such that it cannot be reasonably cured within said 30 day period, said 30 day period shall be extended for such time as may be reasonably required to cure such default, provided that Tenant commences its efforts to cure said default within said 30 day period and continuously and diligently prosecutes those efforts to the curing of said default.) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$100.00 per day.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150 % of the last applicable payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$100.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises, upon at least 24 hours written notice to Tenant, to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, or tenants during the last ninety (90) days prior to the Lease Expiration Date, during Teant's business hours . However, Landlord does not assume any liability for the care or supervision of the Premises when entering in accordance with this paragraph. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except for Landlord's acts or negligence and the acts or negligence of Landlord's employees, contractors, agents, or other invitees. Landlord shall indemnify, defend, and hold Tenant harmless from any and all claims, liabilities, damages, and costs, including reasonable attorney's fees, incurred by Tenant, which may arise due to Landlord's negligence or willful misconduct, except for Tenant's acts or negligence and the acts or negligence of Tenant's employees, contractors, agents, or other invitees.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, which shall not be unreasonably withheld, delayed, or conditioned and proof of adequate insurance protection is provided by Tenant to Landlord. Notwithstanding the foregoing, Tenant may use or store in the Premises minor quantities of hazardous substances contained in normal cleaning products, in connection with the use of equipment and the normal operation of

the Premises by tenants and occupants of the Building, and in connection with construction and maintenance activities relating to the Premises so long as such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation. Landlord represents and warrants that it has not received written notice of any violations of any applicable statute, code, or ordinance, or of the presence or release of any hazardous material with respect to the Premises.

SIGNAGE. Tenant shall be permitted to install, at no additional rent, the maximum exterior and interior signage to be in compliance with Landlord's signage standards and all zoning and other laws and the requirements of all governmental and quasi-governmental offices and agencies having jurisdiction over the Property and shall be subject to the approval of Landlord which shall not be unreasonably withheld.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. All notices, elections and communications permitted or required hereunder will be in writing, signed by the party making the same, and will be delivered to the addresses specified below by same day courier, sent by reputable overnight delivery service for next business day delivery, transmitted by email (and in the event of a notice of termination or of default sent by email, notice by one of the other methods set forth herein shall promptly follow) before 5:00 p.m. on a business day (i.e., Monday through Friday except a legal holiday on which the Federal Reserve Banks are closed) to the other party hereto, at the addresses set forth herein. The effective date of such notice or communication will be the date of delivery in the case of same day courier, or overnight next business day delivery, or the date and time of transmission of an email, unless otherwise specified herein.

LANDLORD:

2307 Properties LLC
3403 NW 97th Blvd STE 20
Gainesville, Florida 32606

TENANT:

Florida Sports Foundation INC
3403 NW 97th Blvd Ste 10
Gainesville, FL 32606

Such addresses may be changed from time to time by any party by providing written notice as set forth above.

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

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject

matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be valid and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
2307 Properties LLC

By: 
Derek Oykes, Owner

Date: 10/31/2023

TENANT:
Florida Sports Foundation INC

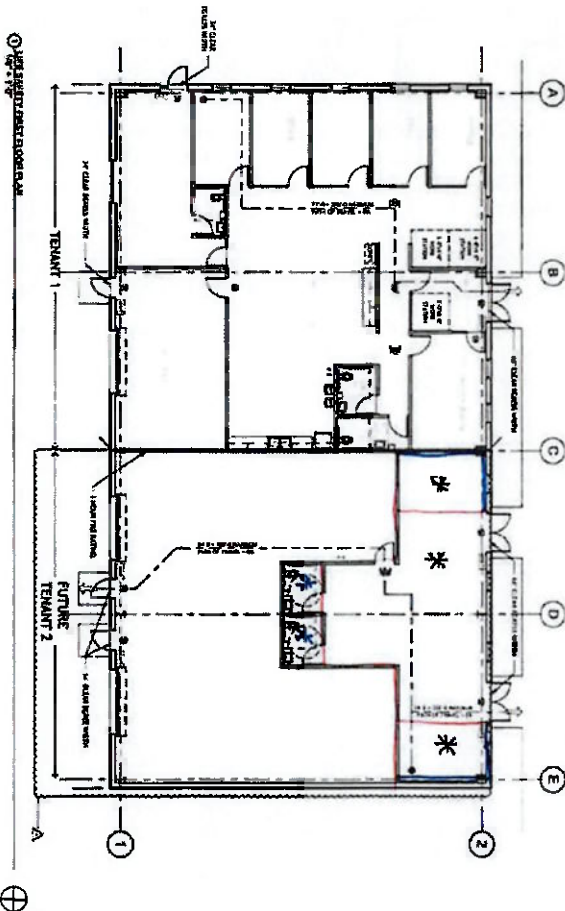
By: 
_____, Manager
V.P. Finance & Administration

Date: 10/30/2023

Exhibit A

To Deck
 - Facing to 10'6"
 # FOH, LVT

① 10'6" FUTURE LIFT DECK



EXISTING BUILDING CODE SUMMARY

EXISTING SUBSTANTIATION	EXISTING CODE	EXISTING CODE SUMMARY
Structural Code: TFC	Florida Building Code	Florida Building Code
Fire Protection Code: TFC	Florida Fire Code	Florida Fire Code
Means of Egress Code: TFC	Florida Building Code	Florida Building Code
Life Safety Code: TFC	Florida Building Code	Florida Building Code
Other Codes: TFC	Florida Building Code	Florida Building Code

PROJECT SQUARE FOOTAGE

Category	Square Footage
Building Area	1,150 SF
Other	1,150 SF
Total	2,300 SF

OCCUPANT LOAD

Room	Area (sq ft)	Occupant Load
Office	1,150	230
Corridor	100	20
Total	1,250	250

FIRST FLOOR EGRESS REQUIREMENTS

Minimum Clear Width: 44" (36" MIN. CLEAR WIDTH)
 Minimum Clear Height: 80" (78" MIN. CLEAR HEIGHT)
 Minimum Slope: 1/8" PER FOOT

CODE REFERENCE

Florida Building Code, Chapter 9, Sections 903.2 through 903.13
 Florida Fire Code, Chapter 9, Sections 903.2 through 903.13
 Florida Building Code, Chapter 7, Sections 703.2 through 703.13
 Florida Building Code, Chapter 5, Sections 503.2 through 503.13

LIFE SAFETY LEGEND

→	EXIT	EXIT
→	EXIT	EXIT
→	EXIT	EXIT
→	EXIT	EXIT
→	EXIT	EXIT
→	EXIT	EXIT

ME

2307 Properties LLC New Office Building
 Gainesville, Florida

100% CONSTRUCTION DOCUMENTS

Michael J. Griffin
 AR04453

DATE: 10/11/11
 DRAWN BY: JAG
 CHECKED BY: JAG
LS110
 LIFE SAFETY FLOOR PLAN AND BUILDING CODE SUMMARY

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 2307 Properties LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	Requester's name and address (optional)
5 Address (number, street, and apt. or suite no.) See instructions. 3403 NW 97th Blvd Ste 20 Gainesville FL 32606	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
8	7	3	1	9	9	5	2	0	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Derek Dykes</i>	Date ▶ 02/07/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*