

IN THE COUNTY COURT IN AND FOR
FLAGLER COUNTY, FLORIDA

SUMMARY CLAIMS PROCEDURE

CASE NO. 2022 CC 000720

TEAROC OF FLORIDA, INC., d/b/a
ALAMO BUSINESS CENTER,
a Florida Corporation,

Plaintiff,

vs.

COMMUNITY CATS OF PALM COAST, INC., a
Not for profit and JESSICA MYERS,

Defendants.

COMPLAINT FOR EVICTION

Plaintiff, TEAROC OF FLORIDA, INC., d/b/a ALAMO BUSINESS CENTER, a Florida Corporation. (hereinafter, "ALAMO"), sues Defendants, COMMUNITY CATS OF PALM COAST, INC., and JESSICA MYERS (hereinafter "COMMUNITY CATS"), and states:

GENERAL ALLEGATIONS

1. This is an action for removal of a tenant from real property in Flagler County, Florida, as authorized by Fla.Stat. § 83.20, et seq., and for damages which do not exceed \$15,000.00, exclusive of interest, attorneys' fees and costs, and otherwise within the jurisdictional limits of this Court.

2. All conditions precedent to bringing this action have occurred, been performed, waived or excused.

3. Plaintiff, ALAMO, is a Florida Profit Corporation, authorized to conduct and conducting business in Flagler County, Florida.

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4. Defendant, JESSICA MYERS, is an individual who is *sui juris*, who leased real property located in Flagler County, Florida and guarantor of the Lease.

5. Defendant, COMMUNITY CATS OF PALM COAST, INC., a not for profit corporation authorized to conduct and conducting business in Flagler County, Florida, who leased real property located in Flagler County, Florida.

6. Venue is proper in Flagler County, Florida since the causes of action against the Defendants accrued in Flagler County, Florida, and the real property at issue is located in Flagler County, Florida.

COUNT I – FOR EVICTION

Plaintiff realleges and re-avers paragraphs 1 through 6, as though fully set forth herein.

7. Plaintiff, ALAMO, is the landlord, and the Defendants are the tenants in possession of the following described real property in Flagler County, which is not a dwelling unit or a mobile home: 4500 North Highway US1, Suite 201B, 202B, 203B, Bunnell, FL 32110 (hereinafter, the “Subject Property”).

8. By written agreement, dated March 1, 2020, Plaintiff leased the Subject Property to the Defendants for nonresidential purposes for a term of twenty-four months (24) months, commencing April 1, 2021 and ending on March 31, 2023. A copy of the Lease is attached hereto as **Exhibit “A”**.

9. Defendants failed to pay the rental installments of \$4,500.00 for November 2022 and \$4,500.00 for December 2022 and late fees of \$100.00 for October 2022, \$100.00 for November 2022, and \$100.00 for December 2022.

10. Plaintiff made numerous attempts to settle the outstanding rental payments with Defendants but Defendants have failed or refused to comply.

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11. By written notice dated December 7, 2022 Plaintiff made demand of Defendants for payment of the overdue rental installments or possession of the above premises within three (3) days, but Defendants have failed to respond as demanded. A copy of the Notice is attached hereto and incorporated as **Exhibit “B”**.

12. Plaintiff has retained the undersigned attorney and is obligated to pay a reasonable fee for services. Plaintiff is entitled to reasonable attorneys’ fees and costs pursuant to Paragraph 26 of the Lease Agreement as well as F.S. 83.48.

WHEREFORE, Plaintiff demands judgment against Defendants along with possession of the subject premises, Attorneys’ fees, under §83.48 Florida Statutes, Court costs and such other relief as may be required to place Plaintiff in possession.

DATED this 14th day of December 2022

CHIUMENTO LAW, PLLC

/s/Michael D. Chiumento III
MICHAEL D. CHIUMENTO III, ESQ.
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Palm Coast, FL 32164
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EXHIBIT "A"

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made and effective this 1st day of March 2020, by and between **Manuel Carneiro, President of Tearoc of Florida Inc., AKA Alamo Business Center**, whose principle address is 4490 North Highway U.S 1 Bunnell Florida, 32110 and **Community Cats of Palm Coast, Inc., Jessica Myers** whose principle address is 138 Boulder Rock Drive Palm Coast Dr. Florida, 32164.

WHEREAS, the Landlord is the owner of land and improvements commonly known and numbered as **Suite 201B-203B 4500 North Highway U.S. 1, Bunnell, Fl 32110 situated in Flagler County.**

WHEREAS, Landlord makes available for lease a portion of the premises (herein referred to as "Demised Premises") also known as **Suite 201B-203B** and made a part here of the entire premises (hereinafter referred to as "building"), together with the right to use the common areas facilities with other tenants, occupants, their agents, employees, customers, visitors, and invitees.

The Demised Premises "common area facilities" shall include, but not be limited to adjacent parking, service roads and sidewalks.

Except as to the lease square footage, **(3750 square feet), Suite 201-203** is not to be deemed as a warranty, representation or agreement on the part of the Landlord that the Demised Premises.

The demises premises is being delivered and accepted in "as is" condition. It includes AS PER PLANS:

3 bathroom and fixtures, heating and air conditioning and existing electrical wiring, any additional interior wall partitions, wall or floor covering, if any, shall be at Tenants expense.

WHEREAS, Landlord desires to lease the Demised Premises to Tenant, and Tenant desires to lease the Demised Premises from the landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

The Demised Premises to be a nonsmoking environment.

I. TERM - (see Addendum)

a) Landlord hereby leases approximately 3750 sq. ft. of the Demised Premises to Tenant as more fully described on **Suite 201B-203B** Tenant hereby leases the same from Landlord; the term of this Lease shall be for a period of **Two (2) year** commencing on the **April 1, 2021** and

ending on the March 31, 2023. Landlord has delivered and Tenant accepted possession on the commencement date.

b) Provided there be no existing defaults at the time of renewal, the Tenant may, by written notice mail to the Landlord, **NINETY (90) days** before the last date of the original term, extend the term for a period of **ONE (1) year** from the end of such original term, terms and conditions will be as follows:

c) Tenant may, at the sole discretion of Landlord after good faith negotiations with Tenant renew the Lease for a period of **Two (2) year**, any such agreement between the parties to renew the Lease shall be in writing and signed by the parties. Tenant shall exercise such renewal option, if at all, by giving written notice to the Landlord not less than **NINETY (90) days** prior to the expiration of the Initial Term or, if the lease is renewed, not less than **NINETY (90) days** prior to the expiration of the lease renewal.

2. RENT AND SALES TAX

a) Rent shall be payable to Landlord: **ALAMO BUSINESS CENTER**

And send to: **ALAMO BUSINESS CENTER**

4490 N. HWY U.S 1

BUNNELL, FL. 32110

b) Tenant shall be paying to the Landlord, as rent for the Demised Premises, during each year term of the Lease.

c) Tenant is legally responsible for the following: As additional rent, Tenant shall pay to Landlord (to be included in each monthly payment) sales tax required by Florida law during the term of this lease.

d) The rent shall be paid on or before the first day of each and every month throughout the term of this Lease; provided, however that if the Lease term shall commence on a day other than the first day of a calendar month of shall end on a day other than the last day of a calendar month, the rental for such fractional month shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month.

Said rent shall be paid without demand, set-off or deduction. It is the intention of the parties that rent shall be fully net to Landlord so that this Lease yield Landlord the net rent specified herein during the term of this Lease. If any monthly installment of rental is received by Landlord after the fifth day of the month, the same shall be paid to Landlord by Tenant.

f) Tenant shall pay monthly to the Landlord the total sum of \$4,500.00

And additional current Sales tax rate of 6.5% (Tenant on TAX EXEMPTION)

j) Nonsufficient _____ for each unpaid check returned to Landlord.

3. USE AND OCCUPANCY

a) During the continuation of this Lease, Demised Premises shall be used and occupied for SALES for no other purposes without the written consent of Landlord. Tenant shall not use the Demised Premises for any purposes in violation of any law, orders and regulations of the federal, state and municipal governmental ordinance, regulation or covenants and restrictions of record, nor shall Tenant perform any acts or carry on any practices which may injure the Demised Premises of the building in which the Demised Premises are located or be a nuisance, disturbance or menace to the other tenants of said building. Tenant shall be responsible to obtain any and all permits (including building permits required to install Tenant improvements). Upon breach of this agreement, Tenant agrees to indemnify Landlord for any claims and damages and/or Landlord shall have the right to terminate this Lease forthwith and to reenter and repossess the Demised Premises.

(b) Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purpose of storing, manufacturing or selling any explosives, flammables, hazardous, or other inherently dangerous substance, chemical, thing or device.

4. UTILITY CHARGES

(a) The Tenant shall be solely responsible for and promptly pay all charges for heat, water, sewer, gas, telephone, electricity and other utilities used or consumed in the Demised Premises.

(b) Tenant shall use all utilities in accordance with the rules and regulations of the public or private utility company, or the governmental agency supplying the same. Landlord shall not be liable in damages or otherwise for any interruption in the supply of any utility to the Demised Premises, nor shall any such interruption constitute any ground for an abatement of any of the rents reserved hereunder, unless said interruption is caused by defects, service or damage of the utility system not caused by Tenant which Landlord fails to cure within TEN (10) days of written notice. Tenant shall not, at any time, overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities from which such utilities are supplied to or distributed in the Demised Premises. If Tenant desires to install any equipment which shall require greater capacity than the facilities provided by Landlord, such installation shall be subject to Landlord's prior written approval of Tenant's plans and specification. If approved by Landlord, Tenant agrees to pay Landlord, provided Landlord is billed for the same directly, on demand, the cost for providing such additional utility facilities or utility facilities of a greater capacity.

5. ADDITIONAL RENT

In addition to the foregoing annual rent, if applicable, all other payments to be made by Tenant hereunder shall be deemed for the purpose of securing collection thereof, to be additional rent hereunder, whether or not the same be designated as such.

6. COVENANT AGAINST LIENS

(a) Tenant improvements shall not cause any mechanics liens to be placed upon the Demised Premises. Tenant shall do all things necessary to prevent the filing of any mechanics' or other liens against the leased premises or any other portion of the building, or in the interest of Landlord, or the interest of any mortgages covering the building, by reason of work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the leased premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, as a result of Tenant's actions, Tenant shall either cause the same to be vacated and cancelled of record within TEN (10) days after the date of the filing

thereof or, if Tenant in, good faith determines that such lien should be contested, Tenant shall furnish such security, within TEN (10) days of such, determination, by surety bond or otherwise, as may be necessary or prescribed by law, to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to vacate or release such lien in the manner and within the time period aforesaid, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as may be prescribed by law. Tenant shall repay to Landlord, as additional rent hereunder on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this paragraph, including Landlord's cost and expenses, plus any payment of interest on such liened amount paid by Landlord at the rate of six percent (6%) per annum plus any interest due on the lien amount and attorney's fees incurred in connection therewith. However, nothing contained herein shall imply any consent or agreement on the part of Landlord or mortgagees of the building to subject their respective estates or interests to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the leased premises, or any part thereof, through or under Tenant, shall have been consented to by Landlord and/or any of such parties.

(b) Tenant agrees to protect, indemnify, and hold harmless the Landlord on account of injury to any third persons or property by reason of any changes, additions, or alterations and to protect, indemnify, and save harmless the Landlord from the payment of any claims of any kind or nature on account of bills for labor or materials in connection therewith. Notwithstanding anything that may be contained herein to the contrary, nothing shall be construed that any such alterations and improvements be in accordance with any agreement between

Landlord and Tenant. Nothing contained herein requires that any such work be done by the Tenant, nor the requirement of any such work being any consideration for the execution of this Lease.

(c) Tenant agrees to notify all contractors providing labor, service, and material to the leased premises, as per the provision of the lease, that prohibit any mechanics' or other liens against the Demised Premises. Tenant shall provide written acknowledgement to Landlord from all contractors and sub-contractors, that provide services or materials of the notice from filing liens against the Landlord's leased premises with respect to the tenant's improvement work.

7. MAINTENANCE

(a) Landlord will keep the exterior walls, foundation and structural members of the building of the Demised Premises in proper repair, excepting any work done by Tenant, excepting any glass or doors or work required by reason of Tenants negligence or misuse of the Demised Premises, provided that in each case, tenant shall have given Landlord prior written notice of the necessity of such repairs.

(b) Tenant agrees, at Tenant's own cost and expense to keep and maintain the Demised Premises, each and every part thereof and the fixtures and replacement thereto, in good order and condition and to make any repairs and replacements thereto, including, without limiting the generality of the foregoing, the exterior and interior of the windows and window frames, doors and door frames, entrances, store fronts, signs, showcases, floor coverings, interior walls, columns, and partitions, and the electrical, heating, air conditioning, plumbing, fire sprinklers, sewage systems, equipment, fixtures, and facilities serving the Demised Premises. All parts of the interior of the Demised Premises and of the store front thereof and signs attached thereto and exterior doors and entrances shall be painted or otherwise decorated by Tenant periodically as reasonably required by Landlord.

(c) **Tenant agrees to keep in effect a standard maintenance agreement on all heating and air conditioning equipment serving the Demised Premises and provide a copy of such maintenance agreement to Landlord.**

(d) Tenant shall be responsible for securing and paying for the following required periodic inspections required by local law: (i) annual inspection of fire extinguishers and their recharging, if necessary; (ii) annual county fire rescue safety inspection; (iii) annual inspection required by the city/county of the backflow valve assembly of the leased premises the purpose of which is to prevent contamination of the county water supply by sewer water.

(e) **Tenant shall pay for and provide a service contract or agreement evidencing regular pest control services of the Demised Premises.**

(f) **No construction debris, tires, oil, hazardous, and immense waste will be placed in the dumpster. The placing of such materials will cause us to be fined. The dumpster provided to all**

tenants is for office waste only. If you need a construction dumpster or extra pick up you will need to make arrangements with us or to waste management company at your own expense.

(g) Tenant shall, at Tenant's sole expense, be responsible for its own janitorial services (labor and materials) for the Leased Premises.

8. ALTERATIONS

The Tenant shall not make any alterations, improvements or additions to the Demised Premises, including, but not limited to, wall coverings, floor coverings, and special lighting installations, without the Landlord's advance written consent in each and every instance. In the event Tenant desires to make any alterations, improvements or additions, Tenant shall first submit to Landlord the plans and specifications therefore and obtain Landlord's written approval thereof prior to commencing any such work. All alterations, improvements, or additions, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Demised Premises shall become the Landlord's property and shall remain on the Demised Premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, office and professional equipment); provided, however, Landlord shall have the right to require Tenant to remove such alterations, improvements or additions, at Tenant's cost, upon the expiration or sooner termination of this Lease and to repair any damage to the Demised Premises resulting there from.

9. ASSIGNMENT AND SUBLETTING

Tenant covenants not to assign, transfer, hypothecate or mortgage this Lease or sublet the Demised Premises or any part thereof without the prior written consent of Landlord, which shall not be unreasonably withheld. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting without such written consent shall give Landlord the right to terminate this Lease and to re-enter and possess the Demised Premises.

10. INDEMNIFICATION

Except for Landlord's negligence or intentional acts, Tenant agrees to be responsible for and to protect, defend, indemnify, and hold Landlord harmless, from and against any and all losses, costs, liabilities, damages, claims, demands, expenses and legal actions arising or allegedly arising out of any accident or occurrence causing or allegedly causing injury or death to any person or persons or damage to any property in any way connected or allegedly connected with the condition of the Demised Premises or the use of the Demised Premises or any part thereof by the Tenant or by any other person or persons no matter by whomsoever or whatsoever caused. Tenant shall, at its own expense, defend any such claim and any suit, action or proceeding which may be commenced there under, and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all

expenses, including but not limited to, costs, attorney's fees and settlement expenses that may be incurred therein.

11. INSURANCE, PROPERTY DAMAGE, LIABILITY, AND OTHER INSURANCE

(a) Tenant shall maintain at its own expense (with coverage to commence at the time Tenant enters the Demised Premises to install equipment, personal property, trade fixtures or other installations in and upon the Leased Premises or at the commencement of the term of this lease, whichever occurs earlier): (1) FIRE INSURANCE in the amount adequate to cover the cost of replacement of all decorations and improvements, fixtures, and contents in the Demised Premises in the event of fire. This insurance must be procured on an "All Risk" basis. Tenant must also procure "Fire Legal Liability" in an amount not less than \$100,000.00; (2) Public Liability Insurance on an occurrence basis with minimum limits of liability in the amount of \$1,000,000.00 for personal injury or death to any person and \$1,000,000.00 for such bodily injury or death of more than one person and \$1,000,000.00 with respect to damage to property; (3) PLATE GLASS INSURANCE covering all outside plate glass in the Demised Premises. In the event Tenant fails to obtain or maintain the insurance required hereunder, Landlord may obtain same and any cost incurred by Landlord in connection therewith shall be deemed Additional Rent to be paid by Tenant and is payable as such.

(b) Any insurance procured by Tenant as herein required shall be issued in the name of the Landlord (or such agents as Landlord may designate) and Tenant by a company licensed to do business in the State of Florida and with a current Best's rating no lower than "A", and shall contain endorsements that: (1) such insurance may not be canceled or amended with respect to Landlord without thirty (30) days written notice by registered mail to Landlord by the insurance company; (2) Tenant shall be solely responsible for the payment of premiums and Landlord shall not be required to pay any premiums for such insurance; (3) in the event of payment of any loss covered by such policy, Landlord shall be paid first by the insurance company for its loss; (4) any insurance policies herein required to be procured by Tenant shall contain an excess waiver of any right of subrogation by the insurance company against Landlord. The Certificate of Insurance of all such hazard insurance shall be delivered to Landlord by Tenant within Ten (10) days of the issuance of each such policy by the respective insurance company.

(c) Tenant shall not stock, use or sell any article or do anything in or about the Demised Premises which may be prohibited by Landlord's insurance policies or any endorsements or forms attached hereto, or which will increase any insurance rates or premiums on the Demised Premises, the building of which they are a part and all other buildings in the complex. Tenant shall pay on demand any increase in premiums for Landlord insurance that may be charged on such insurance carried by Landlord resulting from Tenant's use, occupancy or vacancy of the Demised Premises. A schedule issued by the organization making the fire insurance, extended coverage, vandalism and malicious mischief, special extended coverage or any all-risk insurance rates for said Premises or any rule books issued by the rating organization or similar bodies or

by rating procedures or rules of Landlord's insurance companies shall be conclusive evidence of the several items and charges which make up insurance rates and premiums on the Demised Premises and the complex. If, due to an occupancy, abandonment, or Tenant's failure to occupy the Demised Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then, in any of such events, Tenant shall indemnify and hold Landlord harmless and shall pay on demand the increase costs of such insurance. Tenant shall also pay in such events, any increase in premium on the rent insurance that may be carried by Landlord for its protection against rent loss through fire or other casualty.

12. FIRE INSURANCE OR OTHER CASULTY

(a) In the event the Demised Premises is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord shall, subject to the following, at his own cost and expense, repair and restore the same to tenantable condition, and the rent herein provided for shall abate entirely in case the entire Demised Premises are untenable and pro rata for the portion rendered untenable, until such time as the Demised Premises are restored to tenantable condition. If the Landlord deems that the Demised Premises cannot be restored to tenantable condition within a period of 150 days, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other and any rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. If the Demised Premises are damaged due to fire or other casualty, tenant shall, at its own cost and expense, remove his furniture and other belongings from the Demised Premises as Landlord shall require repairing and restoring the Demised Premises. Landlord shall be the sole judge as to the extent of the untenability of the Demised Premises and of the time required for the repair and rebuilding of the same.

(b) In the event the building in which the Demised Premises are located is destroyed to the extent of more than one-half of the then value thereof, and if Landlord elects not to rebuild, Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event any rent paid in advance of the date of such destruction shall be refunded to Tenant.

13. CONDITION OF PREMISES

Tenant shall accept the Demised Premises in an "as is" condition and Tenant acknowledges that no representations as to the condition of the Demised Premises have been made by Landlord or its agents, and no obligation as to repairing, improving or adding to the same has been assumed by the Landlord. Any changes, alterations, repairs or decorations to make the Demised Premises suitable for the occupancy of Tenant shall be made at Tenants cost and expense.

14. BUILDING RULES

Tenant will comply with the rules of the building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to

such rules will be sent by Landlord to Tenant in writing. The initial rules/guidelines for the Building are attached hereto as Exhibit "C" and incorporated herein for all purposes.

15. COMPLIANCE WITH LAW

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Lease Premises.

16. ENTRY

Landlord shall have the right to enter upon the Leased Premises in case of an emergency or at other reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises

17. QUIET ENJOYMENT

Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the Demised Premises throughout the term hereof, without molestation or hindrance by any person whomsoever.

18. SUBORDINATION

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the Demised Premises and on the land and buildings of which the Demised Premises is a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that the Landlord request.

19. NONLIABILITY

Landlord shall not be responsible or liable to Tenant for any loss or damage to Tenant or Tenant's property that may be occasioned by or through the acts or omissions of persons occupying adjoining premises adjacent to or connected with the Demised Premises or any part of the building of which the Demised Premises is a part, or for any loss or damage resulting to Tenant or his property from malfunctioning heat or air conditioning equipment, burst, stopped, or leaking water, gas, sewer, or steam pipes, or for any damage or loss of property within the Demised Premises from any cause whatsoever, unless the same results from lack of service to or repair of said items or after written notice of said condition and failure to cure by Landlord within Thirty (30) days. In the event of any sale or transfer (including any transfer by operation of law) of the Demised Premises, Landlord (and subsequent owner of the Demised Premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's respective period of ownership.

20. SECURITY DEPOSIT

Tenant has deposited **\$4,500.00** as a security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of the Lease, including but not limited to, the provisions relating to the payment of rent, Landlord may use, apply or retain all or part of this security deposit for the payment of any rent or any other sum for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand there for, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant failure to do so shall be a breach of this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease term and upon Tenant's vacation of the Demised Premises. If Landlord transfers its interest in the Demised Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. The Security Deposit shall be held by Landlord without liability for interest and unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds.

21. CPI RENTAL ADJUSTMENT

Commencing on the first annual anniversary date of the commencement date of the term of this Lease, and on each anniversary date thereafter, the annual base rent for each successive **twelve (12) month period shall be adjusted upward by five (5%) percent**. No adjustment shall be made that will reduce the annual base rent.

22. NONWAIVER

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

23. MEMORANDUM OF LEASE

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. BANKRUPTCY

In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay his debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any such event, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of Court creating any of such disabilities shall not be final by reason of pendency of such proceeding, or appeal from such order, then Landlord shall not have the right to terminate this Lease so long as Tenant performs its obligations hereunder.

25. LANDLORD'S REMEDIES

(a) In the event Tenant shall fail to pay the rent reserved herein when due, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to his other remedies provided by law, have the remedies set forth in subparagraph (c) below.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment or rent, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within twenty (20) days after the receipt of such notice, or if the default is of such a character as to require more than twenty (20) days to cure, then Tenant shall fail within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, then and in either of such events, Landlord may (at his option and in addition to his other legal remedies) cure such default for the account of Tenant and sums so expended by Landlord shall be additional rent for all purposes hereunder, and shall be paid by Tenant within the next monthly installment of rent.

(c) If any rent shall be due and unpaid or Tenant shall be in default of the other terms of this Lease, and such default has not been cured after notice and within the time provided in subparagraphs (a) and (b) above, or, if the Demised Premises are abandoned or vacated then Landlord, in addition to his other remedies, shall have the immediate right of reentry. Should

Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease or without terminating this Lease, relet the premises or any part thereof on such terms and conditions as Landlord shall, in his sole discretion, deem advisable. The proceeds of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the Demised Premises; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such

reletting during any month be less than the monthly rent reserved hereunder, the Tenant shall, during each such month, pay such deficiency to Landlord.

(d) All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

26. ATTORNEY'S FEES

If it should become necessary for either Landlord or Tenant to resort to legal action to enforce any provisions of this Lease, the non-prevailing party shall pay all reasonable fees and costs, including attorney's fees and other expenses incurred by the prevailing party.

27. SEVERABILITY

If any term, covenant, condition, clause or provision of this Lease is illegal, invalid, or unenforceable under applicable present or future Laws effective during the term of this Lease, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid, or unenforceable, there shall be added as part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid, and enforceable.

28. TENANT'S AUTHORITY

Tenant represents and warrants to landlord, knowing that Landlord is relying on each such representation and warranty, that:

(a) Tenant is authorized to execute and enter into this Lease and to deliver it to Landlord.

(b) The execution, delivery, and performance of this Lease by Tenant is not in violation of any contract, agreement, undertaking, judgment, decree, governmental order, or other restriction of any kind to which Tenant is a party or by which Tenant may be bound.

(c) Tenant has executed and entered into this Lease free from fraud, undue influence, duress, coercion, and/or other defenses to the execution of this Lease.

(d) This Lease constitutes the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(e) Whether Tenant is an individual or more than one individual, Tenant (and each individual if more than one) is legally competent, has attained the age of majority, and has the full capacity to enter into this Lease.

(f) If Tenant is a corporation, a limited liability company, or a partnership: (i) Tenant is duly organized, validly existing and in good standing under the laws of the state of its organization and has full power and authority to enter into this Lease, to perform its obligations under this Lease in accordance with its terms, and to transact business in the State in which the Demised

Premises is located; (ii) the execution of this Lease by the persons executing it on behalf of the Tenant, and the performance by the Tenant of its obligations under this Lease, have been duly authorized and approved by all necessary corporate, limited liability company, or partnership action, as the case may be; and (iii) the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's articles of incorporation (if a corporation), operating agreement (if a limited liability company), agreement of partnership (if Partnership), by laws (if a corporation), or other charters, agreements, rules, or regulations governing Tenant's business, as any of the foregoing may have been supplemented, modified, amended, or altered in any manner.

29. HOLDING OVER

It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

30. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties whether written or oral are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by agreement, in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

31. SPECIAL STIPULATION

The Special Stipulations, if any, attached to this Lease are made a part of this Lease by reference. In the event of any conflict between the foregoing provisions of this Lease and the Special Stipulations, the Lease shall control.

32. SUCCESSORS

This agreement shall inure to the benefit of and be binding on the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

33. USE AND SIGNAGE

Tenant shall be permitted to use the Demised Premises in accordance with the Declaration of Covenants and Restrictions covering said property. Tenant's signage shall likewise be in accordance with the Covenants and Restrictions and tenant shall be responsible for obtaining any and all approvals from the Landlord, all signage used on the exterior of the building will be uniform in color and style and approved by Landlord.

34. NOTICES

All notices, consents, approvals, and other communications for the herein or given in connection herein, shall be validly given, made delivered or served if in writings and delivered personally against receipt, or sent registered mail, certified mail or nationally recognized overnight delivery service maintaining delivery receipt records, postage prepaid to:

If to Landlord: ALAMO BUSINESS CENTER

 Attn: Manny Carneiro

 4490 North Highway U.S 1

 Bunnell, FL. 32110

If to Tenant:

35. GOVERNING LAW

This Lease shall be governed and construed in accordance with the laws of the State of Florida without giving effect to the choice of law provisions thereof.

36. COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be and be taken to be an original and all collectively deemed one instrument.

37. RADON

Florida Statute 404.056 requires that the following notification be provided in all contracts for the lease of a building: '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.

38. NON-RECOURSE

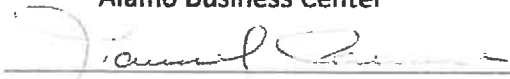
Remainder of pages 17-18 left blank intentionally

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

LANDLORD

Tearoc of Florida, Inc.

Alamo Business Center



Manuel Carneiro (Owner)



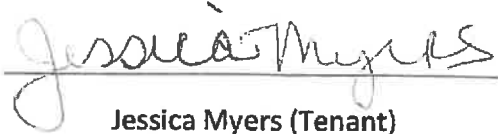
Catherine Carneiro (Witness) 8 Feb 2021



Lory Jimenez (Witness)

TENANT

Community Cats of Palm Coast, Inc.



Jessica Myers (Tenant)

Elizabeth Robinson (VP of the Board)

(Witness)

EXHIBIT "B"

Michael D. Chiumento
 Michael D. Chiumento III
 William J. Bosch
 Vincent L. Sullivan
 Diane A. Vidal
 Cynthia Lane
 Kareen Movsesyan
 Eric R. Sloan, *of-counsel*
 Andrew C. Grant, *of-counsel*

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Managing Partner
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145 City Place, Suite 301
 Palm Coast, FL 32164
 Tel. (386) 445-8900
 Fax: (386) 445-6702

5048 N. Ocean Shore Blvd.
 Palm Coast, FL 32137

By Appointment Only:
 57 W. Granada Blvd.
 Ormond Beach, FL 32174

December 7, 2022

Community Cats of Palm Coast, Inc.
 4500 North Highway U.S. 1,
 Suite 201B, 202B, 203B
 Bunnell, FL 32110

Jessica Myers
 4500 North Highway U.S. 1,
 Suite 201B, 202B, 203B
 Bunnell, FL 32110

Premises: 4500 North Highway U.S. 1, Suite 201B, 202B, & 203B, Bunnell, Florida 32110

EVICTION NOTICE
NOTICE OF FAILURE TO PAY RENT
THREE (3) DAY NOTICE

YOU ARE HEREBY NOTIFIED that you have failed to pay rent pursuant to the Lease Agreement pertaining to the above referenced premises. Specifically, the rent payable under the Lease Agreement now due and in default is the sum of **\$9,300.00**, which consists of the rental payment(s) of \$4,500.00 for November 2022 and \$4,500.00 for December 2022, and of late fee(s) of \$100 for October 2022, \$100.00 for November 2022 and \$100.00 for December 2022.

YOU ARE HEREBY NOTIFIED that you are indebted to Landlord in the sum of **\$9,300.00** for rent and use of the above referenced premises now occupied by you. The undersigned demands payment if the rent or possessions of the premises within three (3) days (excluding Saturday, Sunday and legal holidays) from the date of the delivery of this notice to wit: on or before **5:00 p.m. Monday, December 12, 2022**. The lessor expressly reserves all rights under the Lease at issue, which include the right to pursue you for money damages even if you surrender the property. This notice is being sent to you pursuant to the requirements of Fla. Stat. §83.56(3) and the Lease at issue.

Sincerely,

Michael D. Chiumento III, Esq.
 Attorney for Tearoc of Florida, Inc., a/k/a Alamo Business Center