

Date 06/26/2023Application # 23-SE-007

City of Lauderhill
Planning and Zoning Division
5581 West Oakland Park Blvd.
Phone (954) 730-3050 / Fax (954) 730-2991

(CUST ID) / NAME

Application # Primary Dental Partners P.A. / Salome UribeAddress 5950 W Oakland Park BlvdTelephone # (954) 549-8760

DEVELOPMENT REVIEW FEES	PERMIT ACCT'S	CODE	AMOUNT
SITE PLAN (\$1000 Minimum or \$250 per acre, to a maximum of \$5000 – whichever is greater)	001-322-061	682	
SITE PLAN MODIFICATION	001-322-061	682	\$500.00
SITE PLAN MODIFICATION / DEVELOPMENT REVIEW	001-322-061	682	\$250.00
VARIANCE FILING FEE	001-341-065	682	\$1,000.00
SIGN VARIANCE FILING FEE	001-321-032	682	\$350.00
SPECIAL EXCEPTION FEE	001-341-065	682	\$890.00
REZONING FILING FEE	001-341-065	682	\$2000.00
ZONING CONFIRMATION (\$100 Minimum plus \$89 per each additional staff hour)	001-341-065	682	
ZONING VERIFICATION REQUEST (Commercial Certificate of Use (COU))	001-341-065	682	
PLATTING (\$800 Minimum or \$150 per acre, to a maximum of \$3000 – whichever is greater)	001-322-061	682	
LAND-USE AMENDMENT (\$3000 Minimum or \$500 per acre, to a max. of \$10,000 – whichever is greater)	001-322-061	682	
MODIFICATION / LANDSCAPE PLAN	001-322-061	682	\$200.00
SIGN PERMIT	001-321-032	682	
CAC REVIEW (SINGLE-FAMILY & DUPLEX)	001-322-061	682	\$20.00
CAC REVIEW (MULTI-FAMILY & NON-RESIDENTIAL)	001-222-3110	222	\$700.00
ALCOHOLIC BEVERAGE REVIEW	001-322-061	682	\$100.00
PROF. SERVICES / DESIGN REVIEW	001-222-3110	222	
TREE PRESERVATION	001-247-116	655	
TREE REMOVAL PROCESSING FEE ONLY – ADDITIONAL FEES MAYBE CHARGED BASED ON CANOPY COVERAGE.	001-247-116	655	\$50.00
NOTARY SERVICE	001-349-076	135	
OTHER			
TOTAL			\$890.00

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PLANNING & ZONING DIVISION

23-SE-007

JUN 26 2023

RECEIVED



SPECIAL EXCEPTION USE APPLICATION FOR

ENTER TYPE OF USE /BUSINESS:

Business Name: Primary Dental Partners PA

Business Address: 5950 W. Oakland Park Blvd, suite 101 Lauderhill, FL 33313

Business Telephone Number: Dr. Hernandez: 954 549 8760 and Dr. Shehadeh: 954 821 8788

Business Email: primarydentalpartnerspa@gmail.com

APPLICANT AND CONTACT INFORMATION

Applicant Name: Eyad Shehadeh

Applicant Address: 1440 SW 125th Ave
Davie, FL 33325

Applicant Telephone Number: 954 549 8760

Applicant Mobile Telephone Number 954 821 8788

Applicant Email address: primarydentalpartnerspa@gmail.com

FILL IN BELOW THE CONTACT INFORMATION FOR ANYONE ELSE WHO SHOULD RECEIVE COPIES OF NOTICES /CORRESPONDENCE

Name: Salome uribe

Address: 10704 NW 53rd Street, Sunrise, FL 33351

Telephone Number: 305 5885845 **Mobile**

Email address: lussopermits@gmail.com

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Name: _____

Address: _____

Telephone Number: _____ Mobile _____

Email address: _____

INFORMATION ABOUT THE USE/ BUSINESS

Business Description (Please list all activities conducted at your business):

Activities typically associated a dental office including but not limited to seeing patients, providing treatment, conducting dental exams, prescribing medications, etc.

Date the business opened or is expected to be opened: upon COU issuance

The Days and Hours of operation for the business:

LIST NEXT TO EACH DAY, THE HOURS
YOU WILL BE OPEN

LIST NEXT TO EACH DAY THE
OF EMPLOYEES ON DUTY

Sunday	_____ to _____	_____
Monday	8:30 am to 5:00pm	4
Tuesday	8:30 am to 5:00pm	4
Wednesday	8:30 am to 5:00pm	4
Thursday	8:30 am to 5:00pm	4
Friday	8:30 am to 5:00pm	4
Saturday	_____ to _____	_____

How many persons will the proposed business employ?

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List the job titles and approximate salaries for the proposed employees?

2- front desk \$20/hr

2- dental assistant \$20/hr

2- doctors (owners)

Square footage of building space to be occupied by the business : 1,604 sqft in suite 101

INFORMATION ABOUT THE SITE

Property Owner Name: Mendez Realty Holdings LLC

Property Owner Street Address: 5950 W Oakland Park Blvd Suite 300

City, State & Zip Code: Lauderhill, FL 33313

Telephone #: 954-7169101

Email support@mendezmedicalcenter.com

STANDARDS FOR APPROVAL
THE EFFECTS OF YOUR USE/BUSINESS ON THE COMMUNITY

Describe how your business will affect the residents who live close by:

The new dentist office will offer a new alternative for dental services to the community.

Describe how this business/use will affect neighboring businesses:

The new dental office will have a positive impact on neighboring businesses by bringing new clients.

Our practice is well established and will serve as an alternative for the the community to receive dental care.

What site characteristics make this location suitable for your use/ business:

This building will have several doctor's offices and is conveniently located on a major road (Oakland Park Blvd)

How will this use/ business affect the community economically?

This business will not negatively affect the community economically; it will offer an alternative to residents for good quality dental care.

ADDITIONAL DEMANDS ON UTILITIES, COMMUNITY FACILITIES, AND PUBLIC SERVICES

Describe any fire hazards associated with your business: No hazards associated with our practice

Describe what security measures your business will require: Alarm & cameras.

No extraordinary security measures will be required by our practice.

Describe any chemicals, fluids, gases or potentially hazardous substances that your business will use or store on site: Our practice does not use any hazardous substances

Describe any activity in your business that will use water other than normal washing and toilet use No further use of water other than normal washing and toilet use

Describe any activity in your business that will utilize City park facilities: None

Describe any activity in your business that will generate noise, light or vibration:

None

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Describe transit, automobile or pedestrian traffic that your business will create in the area:

There will only be patients coming in for dental care within the operating hours

Describe any activity in your business that will involve alcohol, music or live entertainment:

none

Describe any other aspects of your business about which you feel that the reviewer should

know: Dr. Hernandez and Dr. Shehadeh are both board certified Dentists and have over 33 years of combined experience in the dental care field.

Dr. Hernandez and Dr. Shehadeh also have 3 established and successful practices:

1. Primary Dental Partners 3039 Johnson Street, Hollywood, FL 33324 (Together)
2. Primary Dental Care: 6517 Taft St., Ste 201, Hollywood, FL 33024 (Dr. Hernandez)
3. Plantation Family Dentist 973 N Nob Hill Rd, Plantation, FL 33324 (Dr. Shehadeh)

ATTACH THESE DOCUMENTS TO THIS APPLICATION

1. Site Plan
2. Floor Plan
3. Inventory of Fixtures and Equipment
4. Legal Description
5. Certified Mailing list with two (2) sets of labels for all property owners within 300 feet of the site.
6. Copy of Lease (For Applicants who are renting)
7. Copy of Deed or Contract to Purchase (For Applicant who own or intends to own)
8. Letter from property owner authorizing you to apply for a special exception.

NOTE: STAFF MAY REQUIRE ADDITIONAL INFORMATION.

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AFFIDAVIT

I, Eyad Shehaden, DO HEREBY SWEAR OR AFFIRM

1. THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND THE ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
2. CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF LAUDERHILL, FLORIDA, SPECIFICALLY, SCHEDULE E, SUBSECTION 5.(9), PARAGRAPH (B), I WILL CAUSE A SIGN AT LEAST THREE (3) SQUARE FEET IN SIZE TO BE POSTED ON THE SUBJECT PROPERTY FACING AND VISIBLE FROM THE STREET AT LEAST TEN (10) DAYS PRIOR TO THE PUBLIC. MOREOVER, I CERTIFY THE SIGN WILL REMAIN POSTED FOR THE DURATION OF THE TIME REQUIRED FOR THE POSTING OF THE SUBJECT PROPERTY AND A PHOTOGRAPH OF THE SIGN POSTED ON THE SUBJECT PROPERTY WILL BE PROVIDED TO THE CITY OF LAUDERHILL PLANNING AND ZONING DEPARTMENT AT LEAST SEVEN (7) DAYS PRIOR TO THE PUBLIC HEARING.
3. I WILL CAUSE THIS SAME SIGN TO BE REMOVED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE HEARING.

PRINT YOUR NAME: Eyad Shehaden

SIGN YOUR NAME: [Signature]

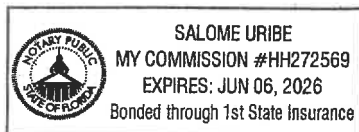
DATE: 6/10/23

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10 DAY
OF June, 2023, BY Eyad Shehaden, WHO IS
PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED Drivers License.
AS IDENTIFICATION AND WHO DID TAKE AN OATH.

NOTARY PUBLIC

SIGN: [Signature]

PRINT: Salome Uribe



STATE OF FLORIDA AT LARGE SEAL

MY COMMISSION EXPIRES: June 6, 2026

YOUR SUBMISSION

1. The original application with Attachments 1 -8 .
2. A check made payable to the City of Lauderhill for the appropriate fee amount.

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Fees

Special Exception Use Application Fee.....\$800.00

Cost of Mailing (minimum amount or actual cost of mailing, whichever is greater)..... 90.00

Criminal Background Check(for child/elder care facility, game room or convenience store) PER PERSON.....38.50

Should you have any questions concerning this application, please call Planning and Zoning at 954-730-3050.

SIGN SPECIFICATIONS:

Sign will be three (3) feet by three (3) feet in size and of a durable material. The applicant is required to post the sign on the property for which approval is sought at least ten (10) days before the public hearing. No permit shall be required for such sign. The sign shall be posted upon the property so as to face, and be visible from, the street upon which the property is located.

SIGN must be
WHITE background, BLACK letters.

SIGN must be securely attached to two, 2" x 4" posts (with nails or screws), and must be a minimum of 3' above ground level.

POSTS shall be set a minimum of
18" below ground level.

**CITY OF LAUDERHILL
NOTICE
OF
PUBLIC HEARING**

SPECIAL EXCEPTION

DATE:

TIME:

LOCATION:

**COMMISSION CHAMBERS
5581 WEST OAKLAND PK BLVD
LAUDERHILL, FLORIDA**

**FOR ADDITIONAL INFORMATION
PLEASE CALL 954-730-3050**

REAL ESTATE RESEARCH SERVICES

Alldata Real Estate Systems, Inc.
290 NE 51st Street
Ft. Lauderdale, FL
(954) 772-1800

Cutro & Associates, Inc.
1025 Yale Drive
Hollywood, FL
(954) 920-2205

Florida Real Estate Decisions, Inc.
1500 West Cypress Creek Road
Suite 409
Ft. Lauderdale, FL
(954) 761-9003

Florida Real Estate Decisions, Inc.
12765 W. Forest Hill Boulevard
Suite 1314
Wellington, FL
(561) 798-4423

Florida Real Estate Decisions, Inc.
16375 NE 18th Avenue
Suite 300
Miami, FL
(305) 757-6884

***The above mentioned companies have provided the required certified mailing list for previous applicants.**

This is not a recommendation just a list of companies who have provided this service in the past.

Please refer to the yellow pages for additional sources.

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**SPECIAL EXCEPTION USE APPLICATION
ADDITIONAL REQUIREMENTS
FOR**

CHILD CARE/SCHOOLS

THE FOLLOWING REQUIREMENTS ARE IN ADDITION TO THOSE LISTED ON THE SPECIAL EXCEPTION USE APPLICATION. PLEASE SUBMIT THE FOLLOWING WITH YOUR APPLICATION (1 COPY ONLY):

1. Provide evidence of financial responsibility: Submit monthly profit and loss statements for a 1 year period and a bank statement showing sufficient resources to cover any losses.
2. Provide evidence of ownership of the property or a contract or option to purchase or lease.
3. Provide evidence of a letter submitted to the Department of Public Services, Social Services Division, acknowledging your desire operate a child care facility.
4. Evidence of past job and education experience or both showing that the applicant and employees of the applicant are qualified to operate a child care facility.
5. List of all persons with a financial interest in the facility, along with affidavits from each stating whether or not that person was ever convicted of a crime. Also provide a copy of each person's driver's license and social security number.
6. The owner or operator of any child care facility shall annually provide proof that said facility has obtained and will continue in effect a Comprehensive General Liability Insurance Policy in the minimum amount of three hundred thousand dollars (\$300,000.00) for bodily injury and property damage. Proof of such insurance policy shall be provided to the Finance Department in conjunction with the filing of the Local Business Tax Receipt application. Said owner or director shall also provide the Finance Department thirty (30) days prior notice of the expiration or cancellation of said insurance policy.
7. Demonstrate conformance with the usable indoor floor space, outdoor play area, staff-to-child ratio, and toilet and bath facility requirements in Florida Administrative Code Section 65C-22.002, as may be amended from time-to-time.
8. If transportation services are provided, the following requirements shall apply:
 - a. The transportation services requirements specified in the Florida Administrative Code as may be amended from time-to-time.
 - b. Annually provide proof that said facility has obtained and will continue in effect a Comprehensive General Liability Insurance Policy in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury and property damage. Proof of such

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insurance policy shall be provided to the Finance Department in conjunction with the filing of the Local Business Tax Receipt application. Said owner or director shall also provide the Finance Department thirty (30) days prior notice of the expiration or cancellation of said insurance policy.

9. Any other documentation that the Planning and Zoning Director deems relevant to the operation of such facility.

PRIMARY DENTAL PARTNERS PA, 5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313 – Page 1

BUILDING LEASE

THIS BUILDING LEASE (the “**Lease**”), is being entered into as of date Tenant signs this Lease (“**Effective Date**”) between the landlord listed below (“**Landlord**” or “**Lessor**”), and tenant listed below, (“**Tenant**” or “**Lessee**”), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the space within the Building defined below (the “**Building**”), as shown on the attached Exhibit A site plan (the “**Premises**”), for the term described below.

PART I PREAMBLE

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	PRIMARY DENTAL PARTNERS PA
B. TENANT’S TRADE NAME:	PRIMARY DENTAL PARTNERS PA
C. LANDLORD:	MENDEZ REALTY HOLDINGS LLC, a Florida limited liability company
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	c/o Mendez Realty Holdings LLC 5950 W Oakland Park Blvd, Suite 300, Lauderhill, FL 33313 All payments due hereunder, including, but not limited to, Rent, should be made payable to the landlord entity identified in Section C above.
E. LANDLORD EMAIL ADDRESSES:	mendezrealtyholdingsllc@gmail.com
F. BUILDING NAME AND ADDRESS:	<u>Mendez Medical Center</u> 5950 W Oakland Park Blvd, Lauderhill, FL 33313
G. PREMISES ADDRESS AND SPACE DESIGNATION; PRESENT NOTICE MAILING ADDRESS OF TENANT:	5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313
H. TERM:	Commencing on the Effective Date of this Lease (“ Commencement Date ”) and expiring on December 31, 2029 (“ Expiration Date ”).
I. RENT COMMENCEMENT DATE:	On the day Tenant executes this Lease
J. OPTIONS TO RENEW:	Tenant shall have one (1) five (5) year option to renew the Lease in accordance with the terms contained herein.
K. ANNUAL BASE RENT:	\$48,000.00 annually
L. MONTHLY BASE RENT:	\$4,000.00 monthly
M. TENANT’S OPERATING EXPENSE PERCENTAGE:	Not applicable
N. FLORIDA SALES TAX:	THE MONTHLY BASE RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX, WHICH IS A PERCENTAGE OF BASE RENT AND ADDITIONAL RENT, WHICH IS TO BE PAID MONTHLY ALONG WITH LESSEE’S MONTHLY BASE RENT PAYMENTS.
O. USE:	A first-class, high-quality dental office and for no other purposes whatsoever.
P. SECURITY DEPOSIT:	\$6,500.00
Q. RENT INCREASES:	Commencing January 1, 2024, and on each subsequent January 1 of the original Lease Term and all Option periods, the Annual Base Rent will be increased annually by three percent (3%) over the previous year’s Annual Base Rent.
R. TENANT OPENING DATE:	ON OR BEFORE JANUARY 1, 2024 AS REQUIRED BY SECTION 13 OF THIS LEASE, TENANT MUST BE OPEN FOR BUSINESS IN THE PREMISES NO LATER THAN THIS DATE.
S. TENANT’S PRE-OPENING REQUIREMENTS:	Tenant shall do the following tasks within seven (7) business days of the Effective Date of this Lease: (i) order its sign for the Premises; (ii) transfer all utilities into Tenant’s name; and (iii) apply for any necessary permits, approvals or licenses necessary to operate within the Premises. A failure to do any of the foregoing tasks shall be a default under the Lease. Additionally, if Tenant is performing any work and/or remodeling within, on and/or outside of the Premises which requires plans and/or permits, then Tenant shall provide Landlord with architectural plans for Landlord’s approval within fifteen (15) days of the Effective Date of this Lease and Tenant shall apply for all necessary building permits within seven (7) days of Landlord’s

Tenant _____ Landlord _____

PRIMARY DENTAL PARTNERS PA, 5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313 – Page 2

	written approval of such plans and must diligently pursue any required state and local permits/approvals as necessary to construct and open the Premises for its business. Tenant shall commence work immediately upon receipt of all necessary permits and must diligently perform the work to complete all remodeling as quickly as possible. No work shall be undertaken until the proper building permits are in place.
T. RETURN OF THE PREMISES:	Upon expiration or earlier termination of the Lease, Tenant shall: (i) return the Premises to Landlord in broom clean condition and in accordance with Section 37 of this Lease; (ii) repaint the ceiling grid white if the ceiling grid is any color other than white; (iii) return the floor within the Premises to the condition it was in when Landlord delivered the Premises to Tenant; and (iv) return the Premises to Landlord with all interior lightbulbs in working condition.
U. GUARANTOR OF TENANT'S OBLIGATIONS:	NICOLAS HERNANDEZ RIVERA & EYAD SHEHADEH
V. BROKERS:	None
W. PREPAID RENT AND SECURITY DEPOSIT:	Upon execution of the Lease, Tenant shall remit to Landlord both the Security Deposit, as well as, prepayment of the first months' Rent.

[REMAINDER OF LEASE COMMENCES ON FOLLOWING PAGE]

Tenant _____ Landlord _____

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PART II
Terms and Conditions

Tenant shall lease the Premises at and for the agreed Annual Base Rent in advance on the first day of each and every month, starting on the Commencement Date. Additionally, Tenant shall pay any additional rent (“**Additional Rent**”) as hereinafter set forth in this Lease; plus all taxes in the nature of sales, rental taxes, use or similar taxes now or hereafter assessed or levied by any taxing authority upon the payment of Rent (defined below) or other charges paid by Tenant. At all times after the date hereof and prior to the Commencement Date, Tenant shall be governed by and subject to all of provisions, covenants and conditions of this Lease other than those requiring the payment of Annual Base Rent and other charges, except utility charges, which shall be paid by Tenant. Monthly Base Rent and Additional Rent are sometimes referred to herein collectively as “Rent”.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that Rent and all other sums payable by Tenant shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of Tenant shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to the express provisions of this Lease. Rent and all other sums payable by Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease. This Lease shall not terminate and Tenant shall not have any right to terminate this Lease during the Term, except as otherwise expressly provided in this Lease. Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease notwithstanding any default by Landlord or under any other agreement between Landlord and Tenant. Tenant waives all rights which are not expressly stated herein but which may now or hereafter otherwise be conferred by law to quit, terminate or surrender this Lease or any of the Premises, to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

Tenant, upon the execution of this Lease, agrees to pay the amount of the Security Deposit listed in the Preamble hereof (the “**Preamble**”), which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of this Lease subject to Tenant's satisfactory compliance with the conditions hereof, as stipulated in Section 17 of this Lease.

Tenant shall remit to Landlord all payments for Rent and Additional Rent on or before the first day of each and every month in advance without demand via wire transfer.

All Payments due under the terms of this Lease for partial months within the Term shall be prorated in the same ratio that the number of days during which Tenant occupies the Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligations to pay Rent or to make any other payments or to fulfill any other obligations under this Lease shall terminate on the day following the date on which Tenant vacates the Premises at the expiration or earlier termination of the Term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Premises.

SECTION 1. USE: It is hereby understood and agreed that the use of the Premises is limited to the Use described in the Preamble and for no other purposes whatsoever. Any violation of the agreed use or any type of disturbance or interference with any other tenant's use clause, business and/or exclusivity will be a violation of this Lease. In the event there is a violation of this use Section, Landlord shall retain the right at its sole option to terminate this Lease immediately or to pursue any other remedy at law or equity. Tenant shall indemnify Landlord for any losses relating to Tenant's violation of another tenant's exclusive use. Current tenant exclusive uses and restrictions shall be provided upon request. Tenant shall operate under the Trade Name described in the Preamble hereof. No auction, fire, bankruptcy, “lost our lease” or going out of business sales (or the like) may be conducted within the Premises. Tenant shall display, sell and advertise only first quality merchandise (if applicable) and not any seconds or damaged goods, and shall never conduct any so-called outlet, warehouse or like discount operations in or from the Premises.

SECTION 2. ASSIGNMENT-SUBLEASING: Tenant shall not mortgage, pledge, encumber, assign this Lease, nor sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's prior written consent, which shall not be unreasonably withheld as long as it does not cause Landlord to breach any of its covenants with its current Tenants. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive a personal guarantee from the principals of the assignee or sub-lessee that is the same or comparable to personal guarantee securing the obligations of the assignor or sub-lessor, in Landlord's sole and absolute discretion. In the event Tenant is a corporation, partnership, limited liability company or other entity, any transfer of ownership and/or controlling interest (including a change in management) in such entity shall be a default under the Lease. Tenant shall disclose all beneficial owners of the business to be conducted in the Premises to Landlord prior to execution of the Lease. Any change in ownership of the business after the execution of the Lease shall be considered a default hereunder. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants contained herein. In the event of an assignment or sublet, or in the event that Landlord elects, in its sole discretion, to enter into a new lease with such sub-lessee or assignee, Tenant shall pay Landlord an administrative fee of \$3,000 in connection therewith. As part of Landlord's approval process for any assignment or sublet, Landlord may require one or more of the following: (A) an additional Security Deposit from the assignee/sublessee in an amount determined by Landlord; (B) an appropriate amount of prepaid Rent from the assignee/sublessee as determined by Landlord; or (C) financial and other information about the assignee/sublessee.

SECTION 3. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises and to use such other portions of the Building as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements, fixtures, equipment, carpets, flooring, merchandise or other personal property of Tenant (collectively, “**Tenant's Property**”) or those claiming by, through or under Tenant. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any principal of Landlord shall not be liable for any and all damage to Tenant's Property arising from the bursting or leaking of water or sewer pipes or roofing, or from any act or omission of any co-tenant or occupant of the building, Building or of any other person whomsoever. The provisions of this Section shall apply during the whole of the Term hereof, and in view of any permission given to Tenant to install fixtures and do certain work

Tenant _____ Landlord _____

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prior to the Commencement Date, shall also apply at all times prior to the Commencement Date.

SECTION 4. COMPLIANCE WITH LAWS; GOVERNMENTAL

APPROVALS: Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable Federal, State and City Government and of any and all of their Departments and Bureaus including any Taxing Authority or Utility; and Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense. During the Term of the Lease, if any governmental agency, municipality, utility company or Landlord's insurance company requires changes to the Premises or any of Tenant's facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, sprinklers, dumpsters, compactors, waste removal, enclosures, impact fines and/or fees, fire panels, back flow preventers and ADA accessibility), Tenant shall make such changes at its sole cost and expense. Tenant shall be responsible, at Tenant's sole cost and expense, for any and all required (i) fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose, and (ii) fire sprinkler maintenance for the Premises including, but not limited to inspections and repairs. If any third party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, Tenant shall be responsible, at its sole cost and expense, for the repair of such damages. **TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR THE CONSTRUCTION AND OPERATIONS OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFOR.**

SECTION 5. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sums due hereunder, or (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease or such other and further rules or regulations as may be hereafter made by Landlord.

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately (1) apply the Security Deposit, if any, toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) without terminating this Lease, reenter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit, and/or (4) at any time relet the Premises or any part or parts thereof, as the agent of Tenant or in Landlord's own right, and/or (5) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, it may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein, and if Landlord so desires all current and future rent and other monetary obligations due hereunder shall become immediately due and payable, as more particularly described below. Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but shall nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Lease for the Term hereby granted after being disposed or ejected therefrom by process of law or under the terms of this Lease.

Tenant agrees that no demand for Rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

SECTION 6. ACCELERATION CLAUSE AND DAMAGES: In addition to all other rights granted to Landlord in this Lease and not as a limitation of said rights, in the event of a termination and/or default by Tenant, Landlord shall have the right and option to accelerate all Rent due hereunder.

SECTION 7. ABANDONMENT: If Tenant shall abandon or vacate the Premises before the end of the Term of this Lease (except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than thirty (30) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be in arrears, Landlord may, at its option, forthwith cancel this Lease or enter the Premises as the agent of Tenant, without being liable in any way therefor, and relet the Premises with or without any furniture that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefor, applying the same to the payment of Rent due by these presents, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such reletting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all obligations due to Landlord under the terms of this Lease.

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SECTION 8. COLLECTION AND LANDLORD'S EXPENSES:

Tenant agrees to pay all costs of collections and reasonable attorney's fees and disbursements incurred by Landlord in the event of any breach of this Lease by Tenant. This provision shall apply to all trial and appellate proceedings and any other efforts by Landlord to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation. Tenant also waives all rights to reciprocal attorney's fees under Law with respect to collection matters.

Tenant agrees (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of a termination of this Lease and the cost of putting the Premises in good order to prepare the same for rental to other tenants, and (b) that Landlord may (i) re-let the Premises, or any portion thereof, either in the name of Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) grant concessions or free rent. The failure of Landlord to re-let the Premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent month by a similar proceeding. Landlord may make such alterations, repairs, replacements and decorations to the Premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to relet the Premises, or, if the Premises are relet, for failure to collect the rent due under such reletting.

SECTION 9. UTILITIES: Tenant agrees to pay when due, from the day the Lease is executed, all charges and deposits for sewer, gas, steam, electricity (or other illumination), meter reading fees/expenses, telephone and all other utilities and services used or consumed on the Premises and for all licenses and permits for the same together with a reasonable handling charge thereupon imposed by Landlord. To the extent that any particular utility is not separately metered, Tenant agrees to pay Landlord for its utility usage based on either a submeter reading or Landlord's reasonable estimate of Tenant's utility usage, with the payment thereof being Additional Rent and due within thirty (30) days of the invoicing therefor. Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain if the utilities, or the quality or character of utilities, used upon or furnished to the Premises are no longer available or suitable for Tenant's requirements, or if the supply of any such utility ceases or is interrupted as a result of any cause, including but not limited to any interruption following a natural disaster, and no such change, interruption or cessation of service shall constitute an eviction of Tenant. Tenant agrees to operate the heating unit with the necessary electric and fuel source so as to maintain at all times sufficient heat in the Premises to prevent the pipes from freezing, and to provide lighting for store and signage illumination. If Tenant's Use requires parking lot lighting that extends beyond the normal operational hours of the Building, such additional expense shall be paid by Tenant as Additional Rent.

SECTION 10. SECURITY INTEREST; LANDLORD'S LIEN: Intentionally omitted.

SECTION 11. LANDLORD'S ACCESS: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, and with reasonable prior notice (except in the event of emergency), and without materially interfering with the conduct of Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may

be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within four (4) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Building. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities.

SECTION 12. ACCEPTANCE OF PREMISES AND REPAIR: Tenant hereby accepts the Premises in the condition they are in at the beginning of this Lease on an "AS IS" basis without any obligation on Landlord's part to perform any work with respect thereto. Tenant acknowledges that Landlord has made no warranties or representations as to the condition thereof. Tenant further acknowledges that Landlord has no present or future intention to make any capital or non-capital alterations, renovations or improvements to the Premises. Tenant, at its sole costs and expense, shall be responsible for all phone and/or internet lines and conduit for phone and/or internet lines in and to the Premises. Tenant agrees to maintain the Premises in the same condition, order and repair as they are at the commencement of the Term, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to Landlord immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of the Premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ, under the control of Tenant, or a business invitee of Tenant. If Tenant refuses or neglects to repair the Premises as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as Additional Rent Landlord's cost for making such repairs plus twenty (20%) percent for overhead, upon presentation of a bill therefor. Said bill shall include interest at the highest legal rate on said cost from the date of completion of repairs by Landlord. Additionally, Tenant accepts all equipment and accessories in the condition they have been delivered with no representation or warranties from Landlord. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following:

- a. maintain all of Landlord's equipment, plumbing and electrical lines in good condition at all times, including the cleaning of all grease traps and plumbing lines on an "as-needed" basis.
- b. maintain, repair and replace, whenever necessary, the air conditioning systems and/or heating systems which service the Premises; and at the end of the Lease Term, shall restore said systems to their present condition, reasonable use and wear excepted. Tenant shall enter into a service contract with a reputable HVAC contractor as approved by Landlord in its sole discretion, which will provide for a regular service program for all heating and air conditioning equipment. Within one (1) month following the Effective Date of this Lease, Tenant shall provide Landlord with a signed contract for the HVAC unit(s) to be checked at least once every three (3) months and maintained and repaired as necessary, along with such contractor's contact information.
- c. immediately replace its plate glass windows (including any damaged store-front frames) should said windows become damaged or cracked.
- d. maintain, repair and replace, whenever necessary, all doors (including, but not limited to, any hardware, frames or other items related to the doors), store-front enclosures and structures.
- e. maintain the roof area surrounding the HVAC unit in the event that any damage and/or debris is caused by Tenant, its agents, employees, contractors and/or workmen, and keep any rooftop equipment free of

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all punctures and cuts at all times. This obligation includes cleaning all ventilation equipment and assuring that no grease, chemicals or detergents damage the roof. Any workmen that work on the roof on behalf of Tenant, shall at all times assure that the roof is not damaged and properly maintained at all times.

- f. Immediately after any weather related storms, Tenant shall remove debris from the sidewalk immediately in front of the Premises, its loading area (if any) and the emergency access points to the Premises.

SECTION 13. TENANT IMPROVEMENTS; INSTALLATION BY

TENANT: Tenant agrees to use best efforts to complete all work necessary in order to open the Premises for business on or before the Tenant Opening Date specified in the Preamble hereof (if none is specified, then within thirty (30) days of the date hereof). Tenant shall present to Landlord the necessary architectural and engineering plans and specifications in a Computer Aided Design file form (CAD file), which shall be prepared at Tenant's sole cost and expense, for Tenant's work prior to submitting such plans and specifications to the applicable governmental authorities for which approval is being sought. All personalty and fixtures installed by Tenant shall be new or completely reconditioned. **TENANT SHALL NOT MAKE, OR CAUSE TO BE MADE, WITHOUT LANDLORD'S PRIOR WRITTEN APPROVAL AND CONSENT THE FOLLOWING: (A) ANY STRUCTURAL ALTERATIONS, (B) INTERIOR ALTERATIONS, ADDITIONS OR IMPROVEMENTS, (C) INSTALLATION OF ANY EXTERIOR SIGNS, EXTERIOR LIGHTING, SHADES OR AWNINGS, OR (D) ANY CHANGES TO THE STOREFRONT.** Landlord shall promptly review all of Tenant plans to facilitate construction of Tenant's work. Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, in coordination with Tenant, to examine the construction, repairs, additions or alterations as may be underway. Tenant shall promptly deliver to the Landlord, insurance certificates indicating satisfactory coverage for itself and any contractors undertaking the approved project, prior to the start of any work. Tenant shall promptly deliver a copy of its certificate of occupancy to Landlord and in no event later than ten (10) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Premises, it must provide Landlord with copies of the architectural plans for such modifications prior to any construction and, if not provided to Landlord, shall reimburse Landlord for the cost of the preparation of such as-built plans.

All work in the Premises will be performed in a workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor must be approved by Landlord in writing prior to the commencement of any work in the Premises. Tenant shall be responsible for any construction defects in connection with its improvements. Tenant's work shall be performed without interference and disruption to Landlord, the Building or other tenants. All employees, workers, subcontractors and/or contractors performing work for or on behalf of Tenant must park in the rear parking lot only as specified by Landlord or such other areas as may be designated by Landlord from time to time. Tenant agrees to work diligently to open the Premises for business and that "time is of the essence" in completing all work and receiving all approvals. If Tenant is not open for business by the Tenant Opening Date for any reason whatsoever, then (i) Tenant shall remit a late fee of \$250/day to Landlord in addition to all required payments due under the Lease, and (ii) any rent concessions or discounts provided to Tenant pursuant to the terms of this Lease or Addenda attached hereto shall be null and void, and Tenant shall immediately upon written demand by Landlord remit to Landlord the amount of any concessions or discounts previously received by Tenant hereunder, including, but not limited to, any rent concessions received by

Tenant from the inception of the Lease to the date that Tenant opens for business.

All personalty and fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make, or cause to be made, any interior alterations, additions or improvements or install, or cause to be installed, any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent.

Whenever Tenant shall request approval by Landlord of plans, drawings, specifications, or otherwise with respect to the initial alterations of the Premises (including subsequent changes thereof), remodeling, installation of signs, or the like, Tenant specifically agrees promptly to pay to Landlord all charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given. Landlord reserves the right to require a construction performance bond for tenant improvement projects to insure that building components such as the roof, fire alarm, sprinklers, sewer lines are modified correctly.

SECTION 14. HOLD HARMLESS; DAMAGES: Tenant agrees to defend, pay, protect, indemnify, save and hold harmless Landlord (together with its successors, assigns, affiliates, employees, other tenants, principals, managers, members, partners, officers, directors, shareholders, administrators, representatives, agents, heirs, estates, executors, legal representatives and any related parties or ownership entities, collectively, the "**Indemnified Parties**") from and against any and all liabilities, losses, damages, penalties, costs, fees, expenses (including reasonable attorney fees and expenses and Tenant's express obligation of the duty to defend Landlord and the Indemnified Parties for any Loss(es) (defined below)), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising from the Premises or the use, nonuse, occupancy, condition, design, construction, maintenance, repair or rebuilding of part or all of or otherwise relating to the Premises and any injury to or death of any person or persons or any loss of or damage to any property, real or personal, in any manner arising therefrom connected therewith or occurring thereon (collectively, "**Loss(es)**"), whether or not Landlord has or should have knowledge or notice of the defect or conditions, if any, causing or contributing to said Losses.

In addition to the foregoing, if the Premises is a free standing building, Tenant shall be responsible for any injury to or death of any person or persons or any loss of or damage to any property, real or personal, in any manner, which occur in or arise from the areas adjacent to the Premises, including, but not limited to, patios, sidewalks and drive thru lanes ("**Tenant Outdoor Areas**"), and Tenant agrees to defend, pay, protect, indemnify, save and hold harmless Landlord (together with the Indemnified Parties) from and against any and all liabilities, losses, damages, penalties, costs, fees, expenses (including reasonable attorney fees and expenses and Tenant's express obligation of the duty to defend Landlord and the Indemnified Parties for any Loss(es)), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, associated with such Tenant Outdoor Areas.

In case any action or proceeding is brought against Landlord by reason of any Loss, Tenant covenants to defend Landlord, with all the expenses of such defense paid by Tenant. These obligations shall constitute Additional Rent and shall survive the expiration or early termination of this Lease. As amplification, it is expressly agreed and understood by and between the parties to this Lease, that Landlord and the Indemnified Parties shall not be liable to Tenant for any damage or injury by water, or water seepage, any

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damage or injury resulting from theft, vandalism, HVAC malfunction, the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, any damage by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building. Neither Landlord nor the Indemnified Parties shall be responsible for any damages caused by, or growing out of, any breakage, leakage, or defective condition of the electrical wiring, air conditioning or heating pipes and equipment, plumbing, appliances, sprinklers, other facilities or other equipment, serving the Premises. Neither Landlord nor the Indemnified Parties shall be liable for any damages caused by, or growing out of, any defect in the Building or any part thereof, or in said Premises or any part thereof, whether such damage arises from or is related to fire, rain, wind or other cause. Landlord and the Indemnified Parties shall not be liable to Tenant and shall be held harmless from any and all liability to Tenant, except for their intentional and/or willful acts. Further, in no event shall Landlord or the Indemnified Parties be responsible for any consequential or punitive damages in connection with this Lease or the Premises. In furtherance of the foregoing, Landlord shall not be responsible for any loss, cost or damage suffered by Tenant as a result of any delays related to delivery and/or Tenant's opening for business in the Premises.

SECTION 15. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally merchandise, stock, promote, staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract, or disrupt the tenant mix of the Building; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), and (iii) of the preceding sentence and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Monthly Base Rent and other charges specified herein to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the Term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the Term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises

thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord. In connection with any bankruptcy, Tenant hereby acknowledges and agrees that the Building constitutes a "Building" for such purposes.

SECTION 16. ACCORD AND SATISFACTION: No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION 17. USE AND RETURN OF SECURITY DEPOSIT: In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease, then Landlord at its option may, appropriate and apply said entire security deposit (the "Deposit" or "Security Deposit") (which shall in no way limit damages otherwise available to Landlord), or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If Landlord uses, applies, or retains all or any portion of the Deposit, upon written notice, Tenant immediately shall restore the Deposit to its original amount. **TENANT MAY NOT PAY ANY PORTION OF ITS RENT OUT OF THE SECURITY DEPOSIT UNDER ANY CIRCUMSTANCES WHATSOEVER, UNLESS OTHERWISE AGREED TO IN WRITING AND SIGNED BY BOTH PARTIES.** Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Deposit as Landlord has hereunder for the failure of Tenant to pay Rent. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and all other sums payable by Tenant to Landlord hereunder, the deposit shall be returned in full, without interest, to Tenant promptly after the end of the Term, provided the Premises are returned to Landlord in good condition, with all fixtures remaining, reasonable wear and tear excepted. Tenant acknowledges that, except where required by law, Landlord shall (i) not be required to keep the deposit separate from its own funds, and may commingle the Deposit with its own funds; and (ii) have no fiduciary responsibilities or trust obligations whatsoever with regard to the deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the security deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for all periods prior to the filing of such proceedings.

SECTION 18. BINDING TERMS: This contract shall bind Tenant and its assigns or successors, and the heirs, assigns, personal representatives, or successors, as the case may be, of Tenant. The reference in the preceding

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sentence to the successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 19. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SECTION 20. NOTICE: All notices should be delivered to the Present Notice Mailing Addresses listed in the Preamble. It is understood and agreed between the parties hereto that written notice mailed, faxed, by overnight courier (such as Federal Express) or delivered to the Premises leased hereunder shall constitute sufficient notice to Tenant upon mailing, transmission or delivery. Such notice shall be effective upon when deposited in the mail or private express carrier, upon hand delivery, attempted delivery or refusal (whichever shall first occur) at the address to which the same were sent. Written notice mailed via certified mail, return receipt requested, overnight courier (such as Federal Express) shall constitute sufficient notice to Landlord upon receipt, to comply with the terms of this contract. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from such attorney such attorney is authorized to act on behalf of such party.

SECTION 21. NUISANCE; WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant at the Building, or which may adversely affect Landlord's fee interest in the Premises or in the Building. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells or noise emanating from its use of the Premises do not impact or affect other tenants, employees or customers at the Building. These remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord or of the Building, or which may be a nuisance, annoyance, inconvenience, or damage to the other tenants of such Building, or of the neighborhood, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other equipment outside the Premises or any other noise or odors (e.g. smoking) from patrons of Tenant.

SECTION 22. LANDLORD'S RIGHTS: The rights of Landlord under this Lease shall be cumulative, and failure on the part of Landlord to exercise promptly any rights given hereunder shall not operate as a waiver of any of Landlord's rights.

SECTION 23. NET LEASE: This Lease is intended to be a net lease, so that all Base Rent and Additional Rent provided for herein shall be received by Landlord free and clear of any offsetting costs or expenses related to the Building, whether capital in nature or not.

SECTION 24. INSURANCE: Tenant shall maintain, at its own cost and expense, with respect to the Premises and the Building of which the Premises are a part, commercial general liability insurance (containing

standard extended coverage endorsements, so-called) in amounts of not less than the following limits:

General aggregate limit (other than products-completed operations) - \$2,000,000,
Products-completed operations aggregate limit - \$1,000,000,
Personal and advertising injury limit - \$1,000,000,
Each occurrence limit - \$1,000,000
Fire damage limit - \$100,000 any one fire,
Medical expense limit - \$5,000 any one person,
Plate glass coverage - in amounts sufficient to cover replacement of any and all plate glass in the Premises;

Tenant shall deliver to Landlord proof, satisfactory to Landlord, that all workers connected with the activities of Tenant are adequately covered by worker's compensation insurance with statutory limits as required by applicable law.

The forgoing insurance must be with responsible companies qualified to do business in the state in which the Premises are located who have a rating of "A" or better in the most recent A.M. Best Company report, therein insuring Landlord as well as Tenant against injury to persons or damage to property as provided.

In addition to the above-referenced insurance coverage, Tenant shall be required to maintain property coverage in the amount of \$250,000 or such greater amount that provides for the full replacement of all inventory, furniture, fixtures, and equipment in the Premises, plus all Tenant improvements and betterments. This insurance also shall include **business interruption insurance** (which includes payment of all Rent to Landlord). Tenant shall deposit with Landlord certificates for such insurance within ten (10) days of taking possession of the Premises or the commencement of the Term, whichever earlier, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured name therein including Landlord. Landlord **must** be named as additional insured on any insurance policy. Insurance must be in force at the commencement of the Term of this Lease. Failure to comply with this provision will be considered a material violation of this Lease and Landlord may, at its sole option, terminate this Lease, subject to any applicable notice and cure periods. Tenant shall not permit any use of the Premises that will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property. Tenant shall on demand reimburse Landlord, and other tenants, all extra insurance premiums caused by Tenant's use of the Premises. Landlord may require Tenant to carry such other forms of insurance as Landlord deems reasonably necessary. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the other buildings located on the Building above the standard rate on the Premises and buildings with a regular retail store located in the Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as Additional Rent. Tenant shall be responsible, at Tenant's sole cost and expense, for any and all required elevation certificates.

Tenant and Landlord hereby each waive all rights of recovery against the other or against the general or limited partners, trustees, beneficiaries, officers, directors, members, stockholders, agents, contractors, servants, employees, subtenants, licensees or invitees of the other, on account of loss

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or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policies which either may have in force at the time of such loss or damage. Each party shall, upon obtaining policies of insurance relating to the Premises, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease and each party shall endeavor to cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by any such policy, at the sole cost of the party against which such waiver is sought.

SECTION 25. LANDLORD'S WORK ON BEHALF OF TENANT;

ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease shall be considered Additional Rent due and shall be included in any lien for rent due and unpaid.

SECTION 26. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless Landlord and the other Indemnified Parties against all claims, causes of action, liability or loss, including reasonable attorney's fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. In the event the Leased Premises is located within the boundaries of Dade County, Florida the Director of the Environmental Resources and Management of Metropolitan Dade County, Florida may also enforce the requirements of this section.

SECTION 27. CORPORATE STATUS: Tenant represents that any business organization status that it may purport to have, either at the time of the execution of this Lease or thereafter, shall be maintained in any and all lawful form. In the event Tenant possesses corporate status, Tenant shall maintain such corporate status as active and current with the appropriate state authorities and in the event Tenant fails to maintain such status, Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

SECTION 28. REPRESENTATIONS/WARRANTIES: If Tenant executes the Lease as a corporation, limited liability company or a partnership, then Tenant and the persons executing the Lease on behalf of Tenant, represent and warrant that the individuals executing the Lease on Tenant's behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents of Tenant and that this Lease is binding upon Tenant in accordance with its terms. Tenant further warrants that Tenant has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance by Tenant of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which Tenant is a party or to which it may be subject. In the event Tenant fails to operate as an active corporation, limited liability company or partnership, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, Landlord may, in addition to any other remedy, terminate this Lease by written notice to Tenant and/or seek recourse against the individual(s) executing this Lease on behalf of Tenant and such individual(s) shall be

liable for the obligations of Tenant and any damages caused by Tenant. Tenant agrees to indemnify Landlord and save and hold Landlord, and its beneficial owners thereof, harmless from and against, any damages arising out of a default of this Lease, or any damage, loss or expense (including without limitation, reasonable attorneys fees and other costs and expenses incident to the filing of any suit, action, complaint, investigation, or proceedings) arising out of or resulting from any breach of any warranty or representation made by Tenant. The indemnity set forth above shall survive the expiration or termination of this Lease and shall not be deemed to limit or otherwise affect any of Landlord's remedies at law or in equity.

SECTION 29. WAIVER OF JURY TRIAL; COUNTERCLAIMS; COSTS OF SUIT: LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, THE PREVAILING PARTY SHALL RECOVER ITS COSTS OF SUIT, INCLUDING REASONABLE ATTORNEYS' FEES AND RELATED DISBURSEMENTS AT TRIAL AND ON ANY APPEAL AS FIXED BY THE COURT, FROM THE OTHER PARTY.

SECTION 30. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, or any other lien or liens placed on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Lender's form within ten (10) days of such request. Tenant shall pay Landlord one hundred (\$100) dollars per day if such a SNDA is not executed within this ten (10) day period. Additionally, Tenant agrees that if it shall fail at any time to execute a SNDA within such ten (10) day period, then Landlord may, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instrument as Tenant's attorney-in-fact for that purpose. Tenant shall be responsible for any costs and/or fees assessed by Landlord's lender for any requested deviations by Tenant from Landlord's lender's form.

SECTION 31. FINANCING AGREEMENTS: Tenant shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 32. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises or the Building, or any part thereof, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within five (5) days after the filing

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thereof. If Tenant shall fail to cause such lien to be discharged of record within such five (5) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon demand, promptly within five (5) days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including attorney's fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any and all claims or damages resulting therefrom. Tenant shall deliver to Landlord all necessary lien releases and waivers confirming that Tenant has paid its contractors and sub-contractors (collectively "**Contractors**") in full for any work performed by Contractors for Tenant and that the Contractors release and waive any possible claims against the Premises associated with their work. Tenant acknowledges that a formal notice has been recorded in the Public Records denoting this prohibition against any type of lien being placed upon Landlord's property. The obligations in this section shall survive the expiration or early termination of this Lease.

SECTION 33. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If the Premises are totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "**Casualty Event**"), Landlord may, at its sole option, terminate this Lease by giving Tenant thirty (30) days' written notice and Landlord shall have no obligation to rebuild. If not terminated, Landlord shall have the right to render the Premises tenantable by repairs within ninety (90) days of such Casualty Event. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage. If the Premises are not rendered tenantable within said time, either party hereto may cancel this Lease by written notice, effective upon the receipt of such notice.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding where by the same is rendered untenable, the parties hereto shall have the right to cancel this Lease without further liability on the part of Landlord or Tenant by providing thirty (30) days written notice. For purposes of this Lease, a threat or demand of eminent domain from a governmental entity or municipality to the Landlord regarding the Premises shall be deemed a taking by eminent domain. Landlord reserves to itself the entirety of any award or payment on account of such condemnation. To this end, Tenant shall assign to Landlord the totality of any award or payment it receives on account of any taking by condemnation.

Except as otherwise provided herein, this Lease shall not terminate or be affected in any manner. Absent such a termination, notwithstanding anything to the contrary contained herein, Tenant shall be required to pay all Rent during any period in which the Premises are rendered untenable by either a Casualty Event or condemnation, either from their own source of funds or through their business interruption coverage which Tenant is required to carry under Section 24 of this Lease.

In connection with any storms, hurricanes, tornados or other natural disasters, Tenant shall immediately repair its Premises to the extent damaged by such an event. In connection with the foregoing, Tenant shall be responsible for replacing or restoring any damaged plate glass windows (including store-front window frames), doors, HVAC equipment or signs after the occurrence of a natural disaster. During periods of hurricane or

tropical storm watches and/or warnings, Tenant shall be responsible for installing hurricane shutters or other appropriate protection at its sole cost and expense.

SECTION 34. LATE CHARGES; CHRONIC LATE PAYMENTS OR DEFAULTS; RETURNED CHECK FEES; SUBSTANTIAL

DECLINE IN NET WORTH: Landlord shall have the right, without notice to Tenant, to collect three percent (3%) of (i) current Monthly Base Rent, and (ii) any other Additional Rent due, per day for each day such payments are delinquent beyond the 4th day of the month. Any money due under this section shall be considered as Additional Rent and shall be paid no later than the first day of the month after such charges are assessed. Additionally, Landlord shall have the right to assess a returned check fee in the amount of one hundred (\$100.00) dollars and a service charge, in the amount set forth in the Florida Statutes, for any check returned for insufficient funds.

Notwithstanding anything in this Lease to the contrary, and without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, if Tenant either (i) fails to pay by the due date any Rent, or any other charges owing under this Lease more than two (2) times within any twelve (12)-month period, or (ii) is in material default under this Lease more than two (2) times within any twelve (12)-month period, then Landlord, at its sole election and in its sole and absolute discretion, may do one or more of the following: (a) if Landlord shall elect, Landlord shall have the right to terminate the Lease in accordance with this Lease and evict Tenant from the Premises; (b) require that, beginning with the first monthly installment of Base Rent next due, the Base Rent shall no longer be paid in monthly installments, but shall be payable in advance on a quarterly basis, on the first day of the first month of the quarter (or three-month period); (c) require Tenant to have its bank automatically transfer all Base Rent, Additional Rent, and other charges due under this Lease (consistent with the time periods provided herein) into a bank account chosen by Landlord. Landlord, at its option, shall send Tenant notice, in writing, of the bank and bank account information needed to effectuate the transfer; and (d) increase the Security Deposit by a commercially reasonable amount that Landlord determines, in its sole and absolute discretion, is necessary to protect its interests; provided that such amount does not exceed three (3) months of the then-applicable monthly Base Rent. Such increase shall be paid by Tenant immediately upon demand by Landlord.

Upon ten (10) days written request from Landlord, Tenant shall provide evidence of its net worth in a form acceptable to Landlord in its reasonable discretion. It shall constitute a default under this Lease if Landlord determines in its sole and absolute discretion if Tenant has had a substantial decline in its net worth and/or if Landlord determines that Tenant has not provided adequate assurance of future performance under this Lease.

On or before January 31st of each calendar year during the Term, Tenant shall furnish Landlord at the place then fixed for the payment of rent, a statement of its gross sales for the preceding calendar year or partial calendar year. Notwithstanding the preceding sentence, if requested by Landlord at any time during the Term, Tenant shall provide such reports within three (3) business days.

SECTION 35. OPERATION OF PREMISES; GOING DARK: Tenant covenants that it will (a) continuously operate one hundred (100%) percent of the Premises during the entire Term of this Lease, (b) keep the Premises open during regular business hours, (c) conduct its business at all times in a manner conducive to the high reputation of the Building, (d) at all times keep the Premises fully and adequately stocked and fixtured, with an

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adequate staff so as to promote and facilitate maximum sales, and (e) not use any portion of the Premises for storage or other services, except for its operations in the Premises. For the purpose of clarification, Tenant shall not go dark during the Term of the Lease or any extension thereof. Tenant specifically agrees that damages for a violation of this Section 35 may be difficult to ascertain and, thus, Landlord shall be entitled to equitable remedies for a violation thereof including, without limitation, specific performance. In the event of closing, Landlord shall have the option to (a) terminate the Lease and recapture the Premises, and (b) possess all equipment and trade fixtures excluding the inventory of the store.

SECTION 36. LEASEHOLD IMPROVEMENTS UPON LEASE

EXPIRATION OR TERMINATION: Tenant shall at the expiration or other termination of this Lease remove all of Tenant's goods, signage trade fixtures (unless otherwise specified by Landlord) and effects ("Tenant's Property") from the Premises, (including without hereby limiting to the generality the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). All electrical connections from Tenant's sign shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove Tenant's Property from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owing to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of Tenant's Property located on, in or attached to the Premises, and Landlord shall be entitled to exercise any and all rights as either secured creditor or Landlord against such property in order to satisfy all such obligations. Tenant also agrees to repair any damage caused to the Premises by the removal of Tenant's Property. Anything attached to the property by electrical, plumbing or gas connections or anything attached to the ceilings, walls and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant, unless Landlord directs Tenant to do so. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g. fire suppression systems, compactors, bailers, conveyor systems), shall not be removed without Landlord's prior written consent. Any removal of such equipment without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such equipment as new, as Additional Rent due.

SECTION 37. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a Federal holiday, the Premises shall be returned to the Landlord in accordance with this Section 37 no later than 5:00 p.m. on or before the last business day prior to such weekend day or Federal holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition (including being broom swept/vacuumed and with all interior lightbulbs in working condition), damage by fire or other casualty only excepted. Additionally, Tenant shall provide Landlord with all fire alarm and security system access codes. Any remotely controlled HVAC, emergency or security systems or lighting controls must be disabled so that they can be controlled at the Premises. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove, dispose and/or store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed, which proceeds from said sale shall be allocated solely to Landlord and in no event shall offset and/or be applied to the payment of any sum due hereunder. Any and all property that Tenant fails to remove when Landlord regains

possession of the Premises, is hereby deemed abandoned property, whereby Tenant fully forfeits its right to reclaim the property and/or claim any proceeds in the event of a future sale of said abandoned property. Tenant is further responsible for the costs of any damages, cleaning, removal, disposal and/or storage fees incurred by Landlord. Furthermore, Tenant hereby acknowledges that it shall not remove any fixtures from the Premises except for those described in Section 36 herein. Landlord, at its sole option, may require Tenant, at Tenant's sole cost and expense, to place the Premises back to the original condition as delivered to Tenant at the inception of this Lease.

SECTION 38. MODIFICATION, INTEGRATION AND

INTERPRETATION: This Lease contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Premises or any building of which the Premises may be part is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 39. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the lease.

SECTION 40. RULES AND REGULATIONS AND TENANT

OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with Rules and Regulations for the Premises, Building and Common Areas including but not limited to the following:

- a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising devices on, in, or about the windows or doors of the Premises other than as specifically permitted by Section 47 below.
- b) Tenant shall not conduct any auction, fire, bankruptcy, selling-out, or closing-out sale on or about the Premises.
- c) Tenant, its employees, or agents shall not mark, paint, drill or in any way deface any exterior or interior walls, ceilings, partitions, floors, or ironwork without Landlord's written consent. In the event Tenant paints the interior walls and/or ceiling of the Premises a color other than white or off-white (with or without Landlord's consent), Tenant shall be responsible for repainting such walls and/or ceiling white or off-white at the end of the Term at its sole cost and expense.

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d) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitutes a portion.

e) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises and shall immediately process its claim through its insurance carrier.

f) Tenant shall enlist the services of a biomedical waste company for all of its biomedical waste removal, which shall become subject to Landlord's approval if Tenant does not properly dispose of trash in a manner consistent with the other tenants at the Building. Landlord has elected to use one (1) compactor for the entire Building, and Tenant agrees to reasonably use said compactor for non-biomedical waste disposal. All reasonable trash is to be placed in the common or individual compactor, dumpster or respective waste receptacle only and Tenant shall be responsible for cleaning up any trash or debris that is left in any portion of the Building, including the Common Areas, that relates to Tenant's use of the Premises or relates to Tenant's operations.

g) No radio, television, fiber-optic cable, satellite dish or other similar device shall be installed without obtaining in each instance, the written consent of Landlord. No aerial or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Any aerial or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord.

If Landlord removes such equipment, Landlord shall not be liable for such removal and disposal of such equipment.

h) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for repairing all plumbing and electrical lines inside of the Premises, as well as, those lines located outside of the Premises but exclusively serving the Premises. Tenant, at its sole cost and expense, shall be responsible for the annual inspection, as well as any maintenance and/or repair of the backflow preventer and the grease traps servicing the Premises, if applicable. Additionally, in the event that the backflow preventer and/or grease traps serving the Premises need to be replaced at any time for any reason whatsoever, Tenant, at its sole cost and expense, shall be responsible for the replacement of same.

i) Tenant is responsible for all pest control and exterminating within the Premises at its sole cost and expense and shall maintain a monthly service contract for pest control. Upon request by Landlord, Tenant shall provide evidence of such monthly service contract. Failure to maintain monthly pest control service shall constitute a default under this Lease.

j) Tenant, its employees and agents shall not solicit any business in the Common Areas, parking lots or any other areas within the Building.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt additional rules and regulations applicable to the Premises, and such changes to the rules and regulations shall be incorporated herein and made a part hereof. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant. In the event Tenant violates any rules and/or regulations now or hereinafter imposed for the Premises, Building and/or

Common Areas, Tenant may be subject to a fine of \$250.00 or more, in Landlord's sole discretion.

SECTION 41. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 42. AIR QUALITY; RADON GAS; MOLD: Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the Building. Furthermore, Landlord shall have no responsibility regarding indoor air quality or condition (through rent offset by Tenant or otherwise), such responsibility being solely that of Tenant. Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any claim therefor. In compliance with §404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas 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. Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises at the commencement of the Lease and sometime during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. Tenant acknowledges and agrees to indemnify and hold Landlord harmless from any bodily injury or property damages caused by exposure to radon, mold or fungi, regardless if any other cause, event, material or product contributed concurrently or in any sequence to such injury or damages. All costs associated with testing, abating, removing, containing, neutralizing, treating, or in any way responding to or assessing the effects of radon, mold or fungi in the Premises shall be borne exclusively by Tenant and Tenant expressly indemnifies and holds Landlord harmless from any and all costs and expenses related to such activities. Tenant acknowledges that it has had an opportunity to inspect the Premises and accepts it "AS IS".

SECTION 43. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 44. CLEANLINESS: Tenant shall maintain its show windows in a neat and clean condition and shall keep sidewalks adjoining the Premises clean and free from rubbish, and shall store all trash and garbage within the Premises and shall arrange for the regular pick up of trash and garbage. Tenant shall not burn any trash of any kind in or about the Building, nor shall Tenant permit rubbish, refuse, or garbage to accumulate or fire hazards to exist at the Premises. Tenant shall pay the cost of removal of any of Tenant's garbage, refuse and rubbish.

SECTION 45. DELIVERIES: All loading of goods and deliveries of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary

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for the proper operation of the Premises or the Building. All deliveries must be made at the front of the Premises between 12:00 PM and 5:00 PM on Saturday and/or Sunday, unless prior written consent is obtained from Landlord. Delivery vehicles shall not park in the streets or access roads in the Building, including, but not limited to, the street directly in front of the Premises. Tenant shall advise its vendors of the delivery requirements set forth in this section and Tenant shall be responsible and liable for the actions of said vendors. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Building, whether loaded, unloaded or partially loaded or unloaded. Tenant shall be responsible for any damage to the Premises, the Common Areas or the Building resulting from its deliveries.

SECTION 46. DISPLAY RESTRICTIONS: All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. All signs require prior written approval from Landlord, which may or approve or deny signage in its sole discretion. Tenant may not penetrate the building or façade in order to install signs. At Lease expiration, Tenant's signage must remain at the Building until a subsequent tenant installs substitute signage unless otherwise directed by Landlord. If so requested, Tenant shall be responsible for the removal of its signage, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing sentence shall result in the Tenant reimbursing Landlord for its cost to repair the façade in full, in addition to an administrative fee in the amount of \$2,500.00. Tenant shall be responsible for any and all damages caused by its contractors during the installation of Tenant's signs and Tenant shall be required to repair such damages to the satisfaction of Landlord, in Landlord's sole discretion.

SECTION 48. PARKING: No one will be permitted to park in the Building overnight for any reason whatsoever. No storage of any merchandise or goods may be stored outside of the Premises or in the parking lots for any reason whatsoever.

SECTION 49. NON-WAIVER PROVISION: No assent, express or implied, by Landlord to any breach of any agreement or condition herein contained on the part of Tenant to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 50. NOTICE OF TERMINATION; OPTION TO RENEW; END OF LEASE TERM: If Options to Renew are included in the Preamble hereof and provided that no default exists beyond any applicable notice and cure period, or condition which would be a default either with the passage of time or the giving of notice to Tenant both at the time of the exercise of the Options to Renew and at the commencement of the extended term (the "**Extended Term**"), then, if Landlord has not exercised its right to void Tenant's right to renew the Lease upon Tenant's default by sending Tenant a written notice as described below, Tenant may exercise such Option to Renew. Subject to the conditions set forth herein, the Term of the Lease will be extended, and the Option will be deemed to be exercised, without the requirement of a further act, lease or agreement by either party, unless (i) Tenant, at least six (6) full calendar months prior to the expiration of the then current Term, shall give Landlord, notice in

writing, by certified mail, return receipt requested, to the contrary, or (ii) Landlord notifies Tenant in writing, by certified mail, return receipt requested, to the contrary at any time prior to the expiration of the then current Term and provided that Tenant has not affirmatively exercised its option in writing by certified mail, return receipt requested. If such a notice is provided by Landlord, the Term of the Lease shall terminate on the last day of the original Term or the current Extended Term as the case may be. Landlord may exercise its right to void Tenant's renewal if Tenant is in default prior to the Extended Term and Landlord issues Tenant specific notice upon such default voiding Tenant's option to renew the Lease. If such notice voiding the renewal is not issued by Landlord, the Lease is deemed to continue accruing rent during the renewal period as defined above even if Tenant is in default, including if Tenant abandons, is evicted, fails to pay rent and/or is in default pursuant to the terms of the Lease, whereby Landlord may accelerate rent through the Extended Term. Absent such a notice and upon such an extension, the Term shall be automatically extended for the period of such Extended Term without the requirement of any further instrument, upon all of the same terms and conditions and provisions set forth in this Lease, except that the Monthly Base Rent payable during the Extended Term shall be increased on an annual basis by an amount equal to the greater of five (5%) percent over the prior year's Monthly Base Rent or the Monthly Base Rent for the Option periods as otherwise stated within the Lease and any Addenda thereto. If the Option rent is not otherwise stated within the Lease for the Extended Term, the Monthly Base Rent shall continue to increase by five (5%) per lease year/calendar year, whichever is applicable, for each year during the Extended Term.

SECTION 51. USE OF ADDITIONAL AREAS: The use and occupation of the Premises shall include the non-exclusive use, in common with others entitled thereto, of the Common Areas, employees' parking areas, service roads, mails, loading facilities, sidewalks and customer car parking areas as such Common Areas now exist or as such Common Areas may hereafter be constructed, and other facilities as may be designated from time to time by Landlord, subject however to the terms and conditions of this agreement and the Lease and to the rules and regulations for the use thereof as prescribed from time to time by Landlord.

SECTION 52. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local tax authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Premises. THE MONTHLY BASE RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX, WHICH IS A PERCENTAGE OF BASE RENT AND ADDITIONAL RENT AND WHICH IS TO BE PAID MONTHLY ALONG WITH TENANT'S MONTHLY BASE RENT PAYMENTS.

SECTION 53. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

Tenant _____ Landlord _____

PRIMARY DENTAL PARTNERS PA, 5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313 – Page 14

SECTION 54. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to or inside of the Premises. Tenant shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. With regards to the physical structure of the Premises, Tenant will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises. Tenant acknowledges that they will comply with the terms and conditions of the Federal Americans with Disabilities Act and bring the physical components of the Premises into compliance upon request. Tenant acknowledges and agrees that Landlord shall have no obligation in any manner to Tenant or any claimants on behalf of Tenant for the entrance to the Premises or the interior of the Premises.

SECTION 55. CONTROL OF COMMON AREAS BY LANDLORD:

All areas within the exterior boundaries of the Building which are now or hereafter held for lease or occupation by Landlord or used by other persons entitled to occupy floor space in the Building, including, without limiting the generality of the foregoing, all automobile parking areas, driveways, entrances and exits thereto, employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, retaining walls, exterior stairways, first aid stations, comfort stations, bus stops, opened and enclosed courts and malls and other areas and improvements provided by Landlord in or near the Building for the general use, in common, by tenants, their officers, agents, employees and customers (herein called "**Common Areas**") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements, from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas and to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating, or in lieu thereof, to apply the net proceeds from such charges, after deduction of costs applicable thereto, to the reduction of the cost of maintaining the parking facilities.

Landlord shall have the right to close all or any portion of the Common Areas; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to the proper operation and maintenance of the Common Areas.

SECTION 56. CHANGES TO BUILDING AND COMMON AREA:

Landlord hereby reserves the right, at any time, to perform maintenance operations and to make repairs, renovations, alterations, or additions to, and to build additional stories on, the building in which the Premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking. Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any such maintenance, repairs, renovations, alterations, additions or construction. In connection with any such redevelopment or significant remodeling of the Building, if such activity would include and/or affect the Premises, Landlord retains the right to terminate this Lease upon thirty (30) days' written notice. The purpose

of the site plan attached hereto as Exhibit A only is to show the approximate location of the Premises. Landlord reserves the right, at any time, to add to or reduce or to relocate the various buildings, automobile parking areas, sidewalks, roadways, curb cuts and any other Common Areas as shown on the site plan. Further, any stores which are or may be identified on the site plan shall not be relied on by Tenant that there are or will be tenants occupying the spaces as noted on said site plan during all or any portion of the Term. Landlord may expand the Building beyond its present boundaries, or may convey a portion of the Building to another party. The term "Building" shall be deemed to mean for all purposes hereunder the entire development shown on Exhibit "A" including any and all structures, parking facilities, roadways, common facilities and the like built (or to be built) thereon and including any parking, access and utility easements appurtenant thereto, as the same may from time to time be reduced by eminent domain takings, dedications to public authorities, or exclusions by Landlord of portions thereof, or increased by the addition of other lands together with structures and the like thereon which may from time to time be designated by Landlord as constituting part of the Building; provided any additional lands shall only be deemed to be part of the Building if Landlord provides Tenant with a written notice of such inclusion. Additionally, despite any redevelopment or remodeling of the Building affecting the Premises and/or Common Areas, Landlord, at its option, reserves the right, for any reason whatsoever, to direct Tenant to relocate into another space of similar square footage in the Building or at another nearby Building owned by Landlord or its affiliates at the prevailing rent on a per square foot basis for similar sized spaces. Tenant shall be advised of said relocation on or before sixty (60) days prior to said relocation, which shall be performed at Tenant's expense. In the event Tenant shall not agree to the relocation as provided herein, at Landlord's option, this Lease shall be canceled and of no further force or effect, and Landlord shall not be liable to Tenant for any damages of any kind whatsoever.

SECTION 57. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security for its own employees, agents, merchandise and fixtures within the Premises, as well as for fixtures and/or equipment located outside of the Premises but exclusively serving the Premises. Tenant, at its option, may enlist its own security personnel and install its own security devices within the Premises.

SECTION 58. OTHER. Landlord agrees for as long as this Lease is effective, Landlord will not lease any portion of the building to another entity whose primary business is a competitor directly or indirectly with Tenant. Landlord agrees to give Tenant a credit of Base Rent for the month of May, June and July of 2023. Landlord will assist Tenant in filing out the Special Exception Use Application as required by the City of Lauderhill for the Premises.

SECTION 59. HOLDOVER: If Tenant fails to immediately surrender the entire Premises (which shall include Tenant's failure to deliver the keys to the Landlord) on the date of the expiration or earlier termination of the Lease, Tenant shall become a Tenant at will in the Premises and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to two (2) times the Monthly Base Rent payable hereunder during the month immediately preceding the expiration or termination date ("Holdover Rent"), as compensation for such holdover (regardless of the length of Tenant's unauthorized holdover and regardless of what portion of the Premises remains occupied by Tenant). Such Holdover Rent shall be payable by Tenant on the first (1st) day of such holdover period and the first (1st) day of each calendar month thereafter during such holdover period until the entire Premises shall have been vacated by Tenant and possession thereof returned to Landlord. Landlord's acceptance of such Holdover Rent from Tenant shall not in any manner

Tenant _____ Landlord _____

PRIMARY DENTAL PARTNERS PA, 5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313 – Page 15

affect Landlord's other rights and remedies hereunder, including, but not limited to: (i) Landlord's right to evict Tenant from the Premises; and (ii) Landlord's right to recover damages pursuant to this Lease and such other damages as are available to Landlord at law or in equity. If Tenant fails to surrender the Premises on the expiration or earlier termination of this Lease with such removal and repair obligations completed, then, in addition to its other obligations under this Section 59 and Landlord's rights and remedies under this Section 59 and the other provisions of this Lease, Tenant shall indemnify, defend and hold Landlord from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including reasonable attorneys' fees and court costs), resulting from such failure to timely surrender, including, without limitation, any claims made by any succeeding occupant or tenant based on such delay resulting from the holdover. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

SECTION 60. MANAGING AGENT: Landlord may act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be Landlord or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

SECTION 61. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND DELIVERY OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HERewith.

SECTION 62. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the Building. If such an estoppel is not executed within this ten (10) day period, in addition to other default remedies provided herein, Tenant shall pay Landlord one hundred (\$100) dollars per day for each day of delay. Further, Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within ten (10) days after request, then Landlord shall have the option to terminate this Lease on three (3) business days' prior written notice or execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

SECTION 63. MISCELLANEOUS:

A. CAPTIONS AND SECTION NUMBERS: The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.

B. CONSTRUCTION OF CERTAIN TERMS: As used in this

Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. COUNTERPARTS: This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

D. LIMITATION OF LIABILITY: The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Building and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

E. RECORDING: The parties hereto agree not to record this Lease.

F. CONFIDENTIALITY: Tenant shall not disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent excepting Tenant's professional advisors and franchisor (if applicable). In addition to any other remedies afforded to Landlord herein or at law or in equity, all rent concessions provided hereunder shall immediately cease if Tenant violates this confidentiality requirement.

G. SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

H. LANDLORD-TENANT RELATIONSHIP: Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

Tenant _____ Landlord _____

PRIMARY DENTAL PARTNERS PA, 5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313 – Page 16

- I. PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease. [REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]
- J. BROKERS:** Unless specifically referenced and identified in the Lease Preamble, there are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease. Tenant shall hold Landlord harmless against any claims for brokerage commissions arising out of any conversations or communications had by Tenant with any broker.
- K. GOVERNING LAW:** This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Broward County, Florida.
- L. MULTIPLE TENANT SIGNATORIES:** In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of the Tenant for any reason whatsoever, all parties comprising the Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising the Tenant to execute any document, modification, cancellation, termination, amendment to the Lease or other matter requiring a signature of the Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for Landlord to obtain the signature of ONE of the parties comprising the Tenant hereunder in order to bind the Tenant hereunder. Therefore, one signature on behalf of the Tenant shall bind all parties comprising the Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of the Tenant.
- M. ENTIRE AGREEMENT:** This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.
- N. TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

SECTION 64. GUARANTY OF LEASE OBLIGATIONS: This Lease shall be personally guaranteed by the Guarantor listed in the preamble hereof (if any) in the form of Guaranty attached hereto as Exhibit B.

Tenant _____ Landlord _____

PRIMARY DENTAL PARTNERS PA, 5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313 – Page 17

INTENDING TO BE BOUND, the parties hereto have hereunto executed this Lease, under seal, for the purpose herein expressed, the day and year above written.

LANDLORD:

MENDEZ REALTY HOLDINGS LLC

By: _____
Oscar Mendez, Manager

Date: May 19 2023

TENANT:

PRIMARY DENTAL PARTNERS PA

By: _____
Nicolas Hernandez Rivera

Date: May 19 2023

By: _____
Eyad Shehadeh

Date: May 19 2023

PRIMARY DENTAL PARTNERS PA, 5950 W Oakland Park Blvd, Suite 101, Lauderdale, FL 33313 – Page 18

EXHIBIT A

SITE PLAN

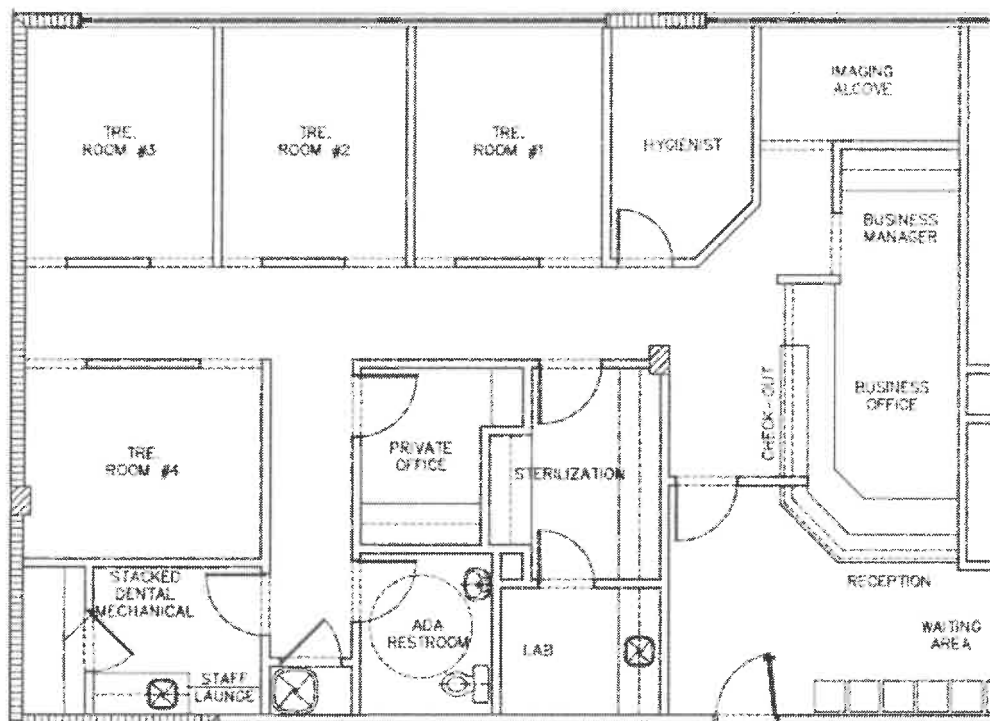


EXHIBIT B – GUARANTY

A. TENANT:	PRIMARY DENTAL PARTNERS PA
B. LANDLORD:	MENDEZ REALY HOLDINGS LLC, a Florida limited liability company
C. BUILDING NAME AND ADDRESS:	<u>Mendez Medical Center</u> 5950 W Oakland Park Blvd, Lauderhill, FL 33313
D. PREMISES	5950 W Oakland Park Blvd, Suite 101, Lauderhill, FL 33313

The undersigned, hereinafter referred to as “**Guarantor,**” for himself, his heirs, personal representatives, successors and assigns, in order to induce the above-referenced Landlord to enter into the Lease for the above-referenced Premises (as may be amended from time to time, the “**Lease**”) with the above-referenced Tenant, hereby, jointly and severally, unconditionally guaranty to Landlord, along with Landlord’s successors, participants, employees and/or assigns, the performance and full and prompt payment by Tenant, when due, by acceleration, or otherwise, of any and all obligations and indebtedness arising under the Lease. This is a continuing guaranty and shall remain in effect notwithstanding any renewal, modification, extension or amendment of the Lease or the release, substitution or addition of one or more Guarantors.

Guarantor acknowledges and agrees that no act or omission of any kind by Landlord, including, but not limited to, the failure to take or perfect a security interest in any security for the indebtedness hereby guaranteed, shall affect or impair this Guaranty, and Landlord shall have no duties in respect thereof to Guarantor. Guarantor acknowledges that upon default of Tenant of any obligations under the terms of the Lease, Guarantor shall, immediately, and without the necessity of a written or verbal demand, pay to Landlord the following:

1. All accrued and unpaid amounts due under the Lease, including, but not limited to, Rent, any rent abatement and/or rent concessions provided to Tenant, late fees, penalties and equipment fees as of the date of Tenant’s breach of the Lease, as well as all amounts due under the Lease, including, but not limited to, Rent, late fees, penalties and any fees for the use of furniture, fixtures or equipment, accruing during the remainder of the term of the Lease subsequent to the date of breach; and all damage sustained by Landlord to the rental unit, all common areas, and the building, caused by any act, negligence, carelessness, or improper conduct of Tenant or any person in the employ or under the control and direction of the Tenant.

2. Guarantor agrees to pay reasonable attorneys’ fees and all other costs and expenses that may be incurred or expended by Landlord in the enforcement of Tenant’s and/or Guarantor’s obligations to Landlord, whether suit be brought or not, and if suit is brought, then for all services in trial and appellate courts. Guarantor does hereby waive any and all rights to trial by jury in respect to any and all litigation that may arise hereunder or result from, or in connection with, the Lease executed by Tenant or this Guaranty Agreement.

3. This Guaranty shall continue in effect notwithstanding the death of Guarantor (whose estate shall be bound until receipt of such notice), the release of any other Guarantor, or the dissolution, liquidation, termination of business of Tenant, until all of Tenant’s obligations and indebtedness under the Lease shall have been fully performed and paid. Guarantor acknowledges that Landlord has been induced by the Guaranty to enter into the Lease with Tenant thereby giving Tenant a leasehold interest in the above referenced space, and that Landlord would not have entered into the Lease without this Guaranty. Guarantor represents and warrants to Landlord that Guarantor will be benefited by Landlord entering into the Lease with Tenant. This Guaranty shall without further reference or assignment, pass to, and may be relied upon and enforced by, any successor or participant or assignee of Landlord.

4. Capitalized terms not otherwise defined herein shall have the definitions ascribed thereto in the Lease. As used herein, the word “person” shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

IN WITNESS WHEREOF AND INTENDING TO BE BOUND, the Guarantor has executed this Guaranty as dated below.

_____ Guarantor – Nicolas Hernandez Rivera	May 19 2023 Date
_____ Guarantor – Eyad Shehadeh	May 19 2023 Date



MARTY KIARD
BROWARD COUNTY
 PROPERTY APPRAISER

Site Address	5950 W OAKLAND PARK BOULEVARD, LAUDERHILL FL 33313	ID #	4941 26 27 0060
Property Owner	MENDEZ REALTY HOLDINGS LLC	Millage	1912
Mailing Address	16705 BERKSHIRE CT FORT LAUDERDALE FL 33331	Use	19-10
Abbr Legal Description	THE OAKLAND SHOPPES 82-37 B TR A,E 178 OF W 313		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	\$1,246,500	\$2,192,150	\$3,438,650	\$3,438,650	
2022	\$1,246,500	\$2,193,750	\$3,440,250	\$3,440,250	\$115,833.69
2021	\$1,246,500	\$2,016,010	\$3,262,510	\$3,262,510	\$99,606.89

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$3,438,650	\$3,438,650	\$3,438,650	\$3,438,650
Portability	0	0	0	0
Assessed/SOH	\$3,438,650	\$3,438,650	\$3,438,650	\$3,438,650
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$3,438,650	\$3,438,650	\$3,438,650	\$3,438,650

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
7/16/2020	WD-Q	\$3,625,000	116623583	\$20.00	62,325	SF
2/1/2018	DRR-T	\$100	114874847			
12/17/2015	SWD-D	\$1,580,400	113420313			
1/20/2011	TCD-T		47712 / 786			
				Adj. Bldg. S.F. (Card, Sketch)		41070
				Eff./Act. Year Built: 1981/1980		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
19								
C								
41070								

AC# 10730726

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
01/13/2022	DN 17833	167555

THE DENTIST

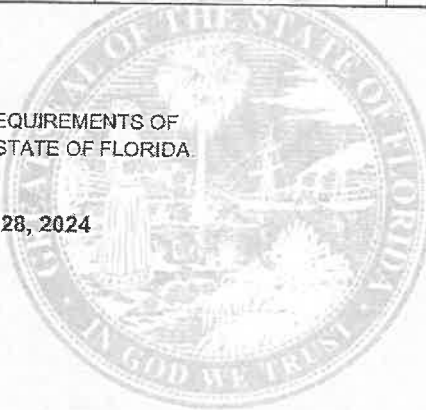
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date: FEBRUARY 28, 2024

EYAD SHEHADEH

973 N NOB HILL RD

PLANTATION, FL - 33324



Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

AC# 10752549

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
01/25/2022	DN 20264	169323

THE DENTIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: FEBRUARY 28, 2024

RICARDO NICOLAS HERNANDEZ RIVERA

6517 TAFT STREET

SUITE 201

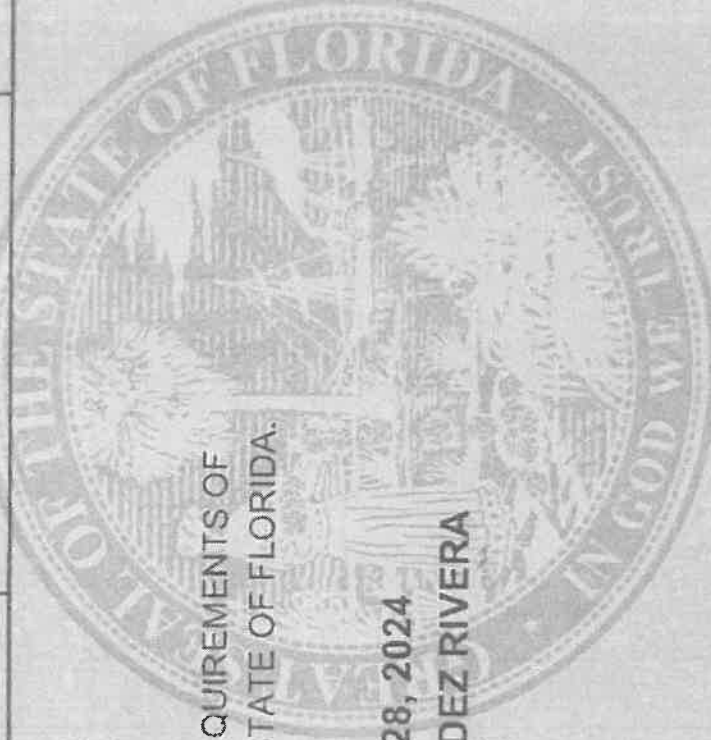
HOLLYWOOD, FL - 33024



Ron DeSantis
GOVERNOR



Joseph A. Ladapo, MD, PhD
State Surgeon General



DISPLAY IF REQUIRED BY LAW



Department of Health



RICARDO NICOLAS HERNANDEZ RIVERA

License Number: DN20264

Data As Of 5/24/2023

Profession	Dentist
License	DN20264
License Status	CLEAR/ACTIVE
License Expiration Date	2/28/2024
License Original Issue Date	07/09/2013
Address of Record	6517 Taft Street Suite 201 HOLLYWOOD, FL 33024
Controlled Substance Prescriber (for the Treatment of Chronic Non-malignant Pain)	Yes
Discipline on File	No
Public Complaint	No

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.



Department of Health

EYAD SHEHADEH

License Number: DN17833

Data As Of 5/24/2023

Profession	Dentist
License	DN17833
License Status	CLEAR/ACTIVE
License Expiration Date	2/28/2024
License Original Issue Date	12/21/2006
Address of Record	973 N NOB HILL RD PLANTATION, FL 33324
Controlled Substance Prescriber (for the Treatment of Chronic Non-malignant Pain)	No
Discipline on File	No
Public Complaint	No

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: EYAD SHEHADEH

Receipt #: 311-335256
Business Type: DENTIST (DENTIST)

Owner Name: PRIMARY DENTAL PARTNERS P A
Business Location: 5950 W OAKLAND PARK BLVD STE 100
LAUDERHILL
Business Phone: 9545498760
Business Opened: 05/25/2023
State/County/Cert/Reg: DN 17833
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
8

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
18.75	0.00	0.00	0.00	0.00	0.00	18.75

Receipt Fee 18.75
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

PRIMARY DENTAL PARTNERS P A
1440 SW 125TH AVE
DAVIE, FL 33325-4403

Receipt # WWW-22-00234921
Paid 05/25/2023 18.75

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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Receipt # WWW-22-00234921
Paid 05/25/2023 18.75



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA DRUGS, DEVICES AND COSMETICS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1047

(850) 487-1395

PRIMARY DENTAL PARTNERS PA
3039 JOHNSON STREET
HOLLYWOOD FL 33021

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

6018033

ISSUED: 05/03/2023

HEALTH CARE CLINIC ESTABLISHMENT
PRIMARY DENTAL PARTNERS PA

HAS REGISTERED under the provisions of Ch. 499 FS
Expiration date: MAY 31, 2025 L2305030000171

DETACH HERE

RON DESANTIS, GOVERNOR

MELANIE S. GRIFFIN, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA DRUGS, DEVICES AND COSMETICS

LICENSE NUMBER

6018033

The HEALTH CARE CLINIC ESTABLISHMENT
Named below HAS REGISTERED
Under the provisions of Chapter 499 FS
Expiration date: MAY 31, 2025

PRIMARY DENTAL PARTNERS PA
3039 JOHNSON STREET
HOLLYWOOD FL 33021



ISSUED: 05/03/2023

DISPLAY AS REQUIRED BY LAW

SEQ # L2305030000171

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BS8981094	02-28-2025	\$888

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	01-12-2022

SHEHADEH, EYAD
EYAD SHEHADEH, D.D.S., P.A.
973 N. NOB HILL RD
PLANTATION, FL 33324-0000

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY,
AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

**Electronic Articles of Incorporation
For**

P21000026208
FILED
March 16, 2021
Sec. Of State
dlokeefe

PRIMARY DENTAL PARTNERS PA

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

PRIMARY DENTAL PARTNERS PA

Article II

The principal place of business address:

1440 SW 125TH AVE
DAVIE, FL. 33325

The mailing address of the corporation is:

1440 SW 125TH AVE
DAVIE, FL. 33325

Article III

The purpose for which this corporation is organized is:

PRACTICE OF DENTISTRY AND DENTAL SERVICES

Article IV

The number of shares the corporation is authorized to issue is:

1000

Article V

The name and Florida street address of the registered agent is:

ANDREA FRANCO DIAZ
1440 SW 125 AVE
DAVIE, FL. 33325

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ANDREA FRANCO DIAZ

P21000026208
FILED
March 16, 2021
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

RICARDO N HERNANDEZ RIVERA
1440 SW 125TH AVE

DAVIE FL 33325

Electronic Signature of Incorporator: RICARDO N HERNANDEZ RIVERA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: DIR
RICARDO N HERNANDEZ RIVERA
1440 SW 125TH AVE
DAVIE, FL. 33325

Title: DIR
EYAD SHEHADEH
10610 NW 6TH ST
PLANTATION, FL. 33324

Article VIII

The effective date for this corporation shall be:

03/15/2021

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH4024220	10-31-2025	\$888
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	09-06-2022
HERNANDEZ RIVERA, RICARDO NICOLAS DDS 6517 TAFT ST STE 201 HOLLYWOOD, FL 330244063		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH4024220	10-31-2025	\$888
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	09-06-2022

HERNANDEZ RIVERA, RICARDO NICOLAS DDS
 6517 TAFT ST STE 201
 HOLLYWOOD, FL 330244063

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

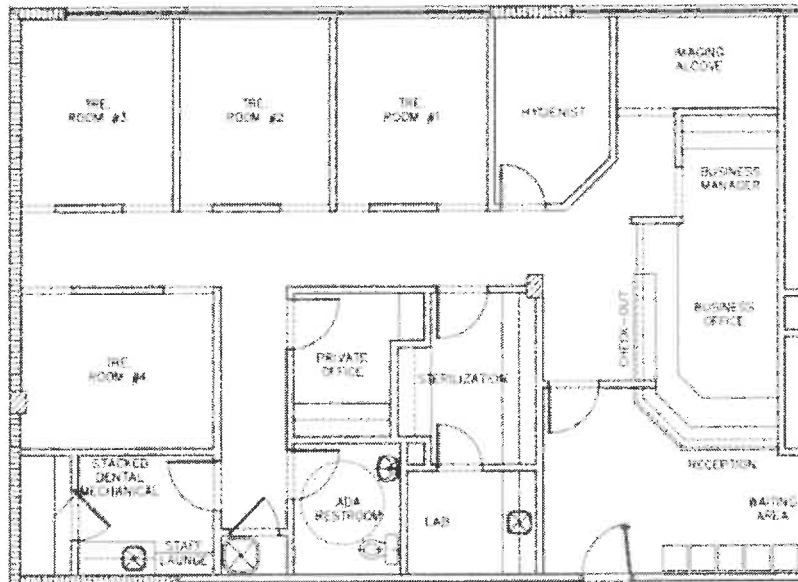
THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">DEA REGISTRATION NUMBER</th> <th style="text-align: left;">THIS REGISTRATION EXPIRES</th> <th style="text-align: left;">FEE PAID</th> </tr> <tr> <td>FH4024220</td> <td>10-31-2025</td> <td>\$888</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">SCHEDULES</th> <th style="text-align: left;">BUSINESS ACTIVITY</th> <th style="text-align: left;">ISSUE DATE</th> </tr> <tr> <td>2,2N,3, 3N,4,5</td> <td>PRACTITIONER</td> <td>09-06-2022</td> </tr> </table> <div style="border: 1px solid black; padding: 5px;"> <p>HERNANDEZ RIVERA, RICARDO NICOLAS DDS 6517 TAFT ST STE 201 HOLLYWOOD, FL 330244063</p> </div>	DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID	FH4024220	10-31-2025	\$888	SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE	2,2N,3, 3N,4,5	PRACTITIONER	09-06-2022	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>CONTROLLED SUBSTANCE/REGULATED CHEMICAL REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537</p> </div> <p style="margin-top: 20px;">Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.</p> <p>THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.</p>
DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID											
FH4024220	10-31-2025	\$888											
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE											
2,2N,3, 3N,4,5	PRACTITIONER	09-06-2022											

<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>REPORT CHANGES PROMPTLY</p> </div>	<div style="border: 1px solid black; padding: 10px;"> <p style="text-align: center;">REQUESTING MODIFICATIONS TO YOUR REGISTRATION CERTIFICATE</p> <p>To request a change to your registered name, address, the drug schedule or the drug codes you handle, please</p> <ol style="list-style-type: none"> 1. visit our web site at deaddiversion.usdoj.gov - or 2. call our customer Service Center at 1-(800) 882-9539 - or 3. submit your change(s) in writing to: <p style="text-align: center;"> Drug Enforcement Administration P.O. Box 2639 Springfield, VA 22152-2639 </p> <p>See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.</p> </div>
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----- You have been registered to handle the following chemical/drug codes: -----

EXHIBIT A
SITE PLAN



John Sign Document ID: 2EBF2E81-1YXEXTPOAJD7YUESA 7CR6BLSSUGSCN0RD4J6KPDIM4

EXHIBIT B – GUARANTY

A. TENANT:	PRIMARY DENTAL PARTNERS PA
B. LANDLORD:	MENDEZ REALY HOLDINGS LLC, a Florida limited liability company
C. BUILDING NAME AND ADDRESS:	Mendez Medical Center 5950 W Oakland Park Blvd, Lauderdale, FL 33313
D. PREMISES	5950 W Oakland Park Blvd, Suite 101, Lauderdale, FL 33313

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The undersigned, hereinafter referred to as "Guarantor," for himself, his heirs, personal representatives, successors and assigns, in order to induce the above-referenced Landlord to enter into the Lease for the above-referenced Premises (as may be amended from time

June 8, 2023

Re: Special Exception

Dear City of Lauderhill,

I hereby write this letter approving and in support of the Special Exception Use Application associated with Primary Dental Partners PA in Suite 101 of my building at 5950 W Oakland Park Blvd, Lauderhill, FL 33313.

Please feel free to reach out to me via email should you have any questions.

Thank you,



Jun 08 2023 11:12 EDT

Oscar Mendez
Mendez Realty Holdings LLC
support@mendezmedicalcenter.com



CERTIFICATION LETTER

City of Lauderhill

Date: June 23, 2023

Applicant: Primary Dental Partners PA

Subject Property: Portion of Tract A of The Oakland Shoppes Plat as recorded in Plat Book 82 Page 37 of the Public Records of Broward County, Florida.

General Location: 5950 W. Oakland Park Boulevard

Application Type: Special Exception

This is to certify that the attached mailing labels are a complete and accurate representation of the property owners within 300 feet of the subject property listed above. This reflects the records on file in the Broward County Property Appraiser's office as of June 21, 2023.

Sincerely,

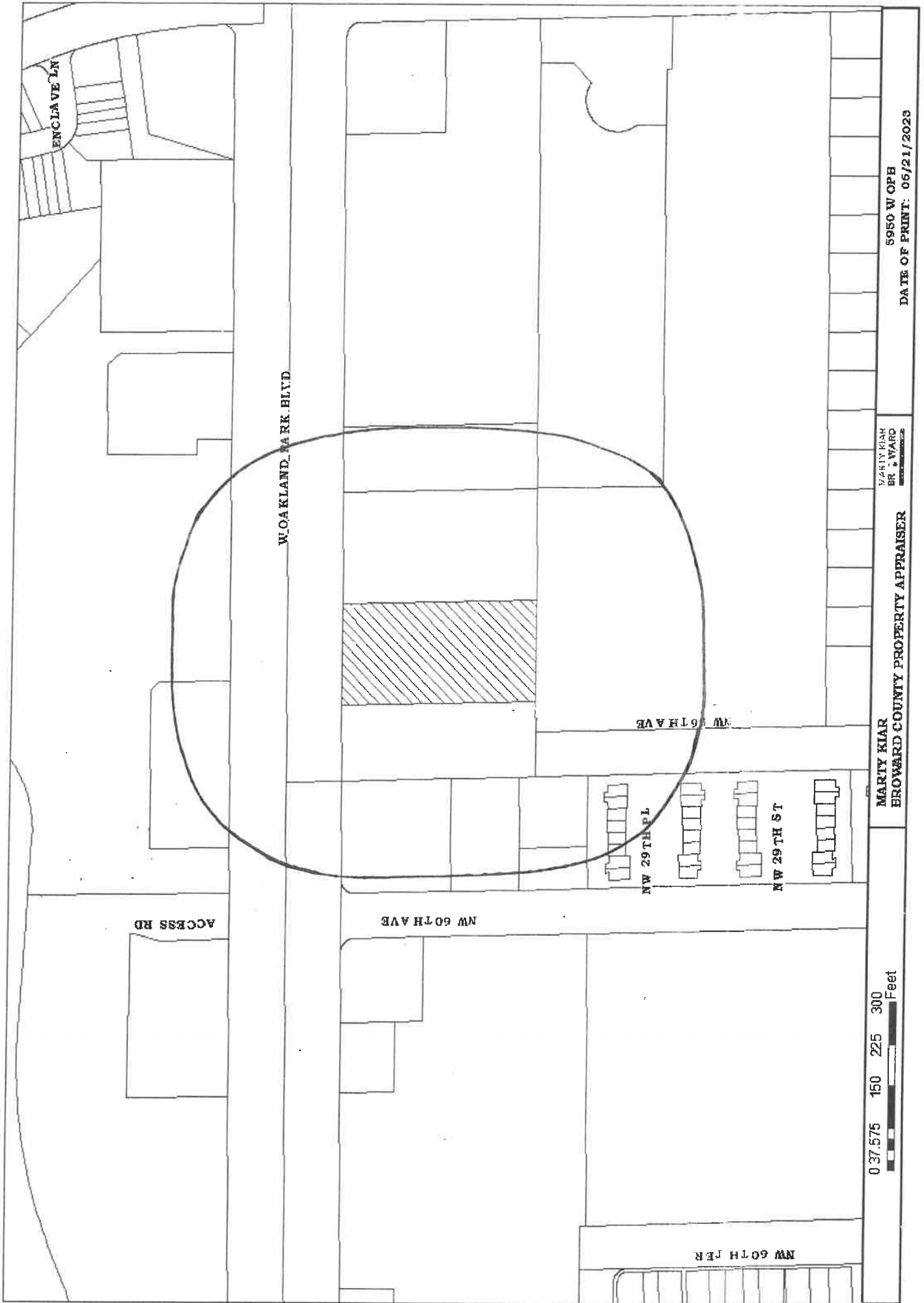
A handwritten signature in blue ink, appearing to read "Christina Mathews", is written over a horizontal line. The signature is fluid and cursive.

Christina Mathews

Sworn and subscribed before me this 23rd day of June, 2023.

Signature of Notary





ENCLAVE LN

W OAKLAND PARK BLVD

ACCESS RD

NW 60TH AVE

NW 61TH AVE

NW 29TH PL

NW 29TH ST

NW 60TH PER

0 37.5 75 150 225 300 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

92411 KIRK
BR 1 WARD

5950 W OPB

DATE OF PRINT: 06/21/2023