

1. **PREPAID RENT:** Concurrently with the execution of this lease, Tenant shall pay Landlord the first and last months rental in advance. Landlord may use, apply, or retain (without liability for interest) during the term, the whole or any part of the last months' rental. Provided Tenant has complied with and is not in default of any of the terms of the lease, and Landlord has not applied said rental to past due rental, such last month's rental shall be applied to the last month of the term. If, for any reason other than relocation to another studio acceptable to Landlord within this same complex, Tenant ends this lease prematurely, with or without Landlord's agreement, the last months rental, and any remaining Utility Deposit (noted below) shall be retained by Landlord, and shall not be refundable.

2. **LANDLORD ASSIGNMENT:** This Agreement shall be assignable by Landlord to any partnership, limited liability company or other entity.

3. **UTILITIES:** A security deposit of \$ 400.00 is required for electrical service however if air-conditioning or other high use equipment used by Tenant at a future time, and electricity charges exceed \$400 per month collectively for two consecutive months, an additional amount of deposit may be required at that time based on Tenants monthly bill. Utility charges will be billed monthly in arrears, payment is due within **10 days** of the invoice date. Payment made later than 10 days from the invoice date shall be subject to a 10% late fee, payable together with the utility payment. Service is subject to disconnection by Landlord if outstanding balance exceeds 30 days from date of bill. Landlord will give Tenant 5 days notice to remedy the default prior to disconnection. Notice may be given by any one of the following methods: via mail, e-mail, in person, or by posting notice at Tenants suite address. All utility balances must be paid and an additional deposit may be required for power to be turned back on.

As additional rent Tenant shall pay promptly, as and when the same becomes due and payable, all charges, all sewer rents and all charges for electricity, gas heat, hot or chilled water and other utilities supplied the leased premises, and a pro-rata portion of common area utility costs based on a square footage ratio. Tenant agrees to purchase same from Landlord at the applicable rates charged to Landlord by the utility company supplying same to Landlord. Heating or air conditioning systems in place are considered to be in working operation and must be maintained by the tenant in good working order, which may include cleaning, filters changed on a regular basis, etc.

If this studio is on a shared meter, the utility bill will be divided among *leasing* Tenants. This bill may be based on square footage ratios, Landlord's estimation of Tenant use as it relates to others on the same meter, equal division, flat rate, or a combination of these. From time to time this rate may be adjusted, based on Landlord's observation that Tenants use has varied from the expected amount. Charges will also be adjusted for use of electric space heaters, air-conditioning or equipment used by Tenant which draws more power as this appliance/equipment is not a consideration used in factoring the charge as set out in this lease. If a flat rate charge for utilities is established for this lease, the flat rate charge is based on information Tenant has given to Landlord about the nature of Tenants business. If it appears that Tenants bill runs higher than the average estimated, or that the nature of Tenants business changes, the bill will be adjusted, and an additional amount of utility deposit may be required. At Landlord's option, Landlord may choose at some time in the future to meter this suite, and the flat rate provision will no longer apply.

Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substances of any kind shall be thrown therein

4. **MAILBOX KEYS:** During lease term, mailbox keys are obtained from the US Postal service, and lost keys will result in a fee from the USPS (currently \$20.00), and Tenant must contact the Postal service directly for replacement. Repairs from damage to Post Box by Tenants use will be payable by Tenant. Mail Service is subject to US Postal determination.

5. **SIGNAGE; MARQUIS PLACARD:** If Tenant chooses to use the hallway Marquis placard for their suite an additional \$40.00 sign fee will be paid with the execution of this lease. Tenant must use foam core or other mount for sign and repairs from damage to Marquis black placard or glass will be payable by Tenant. All Hall signage and all images on signage or Marquis placards presented by and for Tenant or Tenant's studio **must be preapproved by Landlord**, and must be "G" rated, including the hallway Marquis placard for this suite. The Landlord or agents of the Landlord may remove any images not approved that are placed on placards, or any signs not approved and affixed on the exterior of the Premises, or Interior of the Premises that can be seen from the exterior, or in the main hall common area as herein provided at any time without notice and without liability for damage.

6. **INSURANCE; WAIVERS; INDEMNITY.** Tenant shall obtain and provide on or before the earlier of the commencement of the term or Tenant's entering the Leased Premise for any purpose, and shall maintain at Tenant's expense: (1) commercial general liability insurance on an "occurrence" basis on with a deductible reasonably acceptable to Landlord, and with a combined single limit for bodily injury, death, property damage for products and completed operations, third-party bodily injury and/or property damage, contractual liability, personal injury and advertising injury, in an amount reasonably satisfactory to Landlord, but in no event less than \$2,000,000.00; such limit can be achieved by a primary policy or a combination of primary and umbrella/excess policies; (2) property casualty insurance for Tenant's property and all areas of the Premises that Tenant is responsible to repair, maintain or replace under this Lease at 100% replacement value; (3) worker's compensation and business interruption insurance; (4) such other insurance as may be carried on the Leased Premises and Tenant operation thereof, as may be determined by Landlord's insurance carrier or lender, as required of this Landlord. Tenant's insurance shall name Landlord (and its Manager if requested) as additional insured parties. Tenant's insurance shall be primary and any Landlord insurance shall be excess coverage. Upon Lease execution, Tenant shall provide certificates of insurance, additional insured endorsements and copies of policies. Tenant's insurance company shall confirm in writing its obligation to notify Landlord at least thirty (30) days before cancellation or a change of any such insurance policies. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

To the extent permitted by law, Tenant will indemnify, defend and hold Landlord, its officers, directors, partners, managers, members, shareholders, employees, agents, property managers, and representatives (each, a "Landlord Party"), harmless for, from and against any claims, costs, suits, liabilities, expenses, losses and actions, including reasonable attorneys' fees (collectively, "**Losses**") arising out of (a) any injury to person or damage to property on or about the Premises, Common Area, or Building containing the Premises ("Building") caused by Tenant, or its employees, agents, contractors, representatives or invitees (a "Tenant Party"), (b) any Tenant or Tenant Party act of negligence; (c) Tenant's use or occupancy of the Premises, Common Area, or Building; (d) Tenant's or any Tenant Party's conduct, activity, work or thing permitted in the Premises or Building; (e) any Law violation in the Premises or Building by Tenant or any Tenant Party; or (f) any Tenant or Tenant Party breach of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant or any Tenant Party for any death, injury, loss or damage to any person or property caused by (1) theft, fire, act of God, public enemy, criminal conduct, third parties, injunction, riot, strike, insurrection, war, government act or court order, (2) acts of other Building tenants or adjoining property owners, (3) any matter beyond Landlord's control, (4) any repair or alteration of the Premises or Building, (5) any defect in the Premises or the Building, or (6) vermin, steam, rain, snow, ice, or water that may enter, leak into, or flow from any part of the Premises or Building, except to the extent the loss, damage or injury was caused by an act of gross negligence or willful misconduct of Landlord. This Section shall survive the expiration or termination of this Lease.

7. **SUITABILITY:** Landlord has made no representation or warranty as to the Premises or Building condition or suitability of the Premises for Tenant's business or intended purposes. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Tenant acknowledges that its use of the Premises is in its sole control and agrees to indemnify, defend and hold harmless the Landlord, its owners, its officers, directors, agents, employees, volunteers and guests (Releasees), against any and all damages to Tenant, his agents, invitees, and to persons or property by reason of the use or occupancy of the leased premises or common areas, and all expenses incurred by Landlord because thereof, with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, including attorneys' fees and court costs, to the fullest extent permitted by law. Tenant additionally agrees that RELEASE AND HOLD HARMLESS Waivers shall be signed by participants in activities provided by Tenant or Tenants agents or invitees, and shall include a clause releasing and holding harmless Landlord Parkway Properties, owners and lessors of real property.

To the extent Tenant shall desire to use the Building structure for installation of its equipment it shall be Tenant's sole responsibility to ascertain that the structure is of sufficient strength to sustain such equipment.

SPECIAL STIPULATIONS 8/21/19 (pg. 2 of 2) Exhibit "B"

8. **ALTERATIONS BY TENANT.** Subject to the **prior written approval** of Landlord, Tenant may from time to time (if Tenant shall not then be in default), at its own expense, alter, renovate or improve only the non-structural and non-mechanical interior of the Leased Premises provided this same be performed in good and workmanlike manner, in accordance with accepted building practices and applicable laws, and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. Tenant must run sprinkler pendants into any ceilinged structures created by Tenant, or any structure which could obstruct the current sprinkler head in studio. **PAINTING** of walls/ceilings: **Warehouse Ceilings and Trusses may NOT be painted.** Walls may be painted with light, neutral colors only. Dark colors **MUST** have Landlords permission, and an additional deposit may be required if allowed. Tenant may not penetrate the roof of the Premises to install equipment necessary for Tenant's Use without Landlords written permission.
9. **ADDITIONS AND ALTERATIONS:** In the event Landlord shall in its discretion, hereafter determine during the term to erect additional structures, and stories to existing buildings, enlarge, reconfigure or reduce the center by addition(s) to the center of land and or buildings, then Tenant hereby consents thereto and to the performance of work necessary to effect the same and any inconvenience caused thereby, so long as said construction or improvements do not prohibit the Tenant's ordinary course of business.
10. **COMMON AREAS:** Landlord hereby expressly reserves the right from time to time, to establish, modify, and enforce rules and regulations, with respect to the common areas, the center itself, and the use to be made thereof, and changes are effective with 24 hours' Notice. Unless given prior approval, Tenant must operate its business inside the leased premises, and must do so in a high class and reputable manner; public and private nuisances are prohibited. If in Landlords sole discretion, it is determined that a nuisance is being caused by Tenant or his invitees, employees, affiliates or associates, Landlord may immediately ban the offender from the Premises. The Premises shall be kept in a clean, pleasant, sightly, sanitary and safe condition and free from loiterers. Tenant has use of Courtyard entrance doors for ingress and egress to access mail. If required by the nature and/or Tenants studio location, Tenant has use of common hall areas, common area restrooms, common entrance and loading doors for ingress and egress, however this access to the common hall areas is subject to sole discretion of Landlord, and access may be modified, limited or withdrawn with 24 hours' Notice. Any items that Tenant places outside the leased premises noted herein are done solely at the risk of Tenant. It is understood that all common areas outside of the Tenant's unit are for the common enjoyment of all Tenants. These areas must be respected and maintained in a clean, orderly fashion. Tenant bears responsibility for clean-up when these areas are dirtied by Tenant or his agents, and will incur a penalty of \$100.00 fee per incident if not removed within 24 hours after notification by Landlord. Notice may be given by Landlord to Tenant by any of the following methods: mail, e-mail, text message, posting notice at Tenants Suite Address, in person, or Federal Express.
11. **HOLDOVER:** If options for additional terms are made available in this agreement, they must be exercised in writing via certified mail not less than **ninety (90) days prior to the expiration** of the then current lease. If, for any reason, Tenant remains in possession of Premises after expiration of the term hereof, with Landlords acquiescence and without any express agreement of Parties, Tenant shall be a Tenant at Will, and there shall be no renewal of this lease by law. The rental rate will automatically increase to the amount made available by any options, or, not less than 6%, or a rate determined by Landlord. All leases begin on the first day of the month, and any notice given by Tenant to Landlord of Tenants Notice of Intent to Vacate must be given sixty (60) days **prior** to the first day of the month notice is issued. All notices to vacate, given by Tenant to Landlord, must be made **in writing** and also via e-mail to artisanresourcecenter@yahoo.com not less than three (3) days prior to the first of any month, and conclude a term by the last day of any following month (example notice may be given no later than June 27 for an August 31st exit).
12. If Tenant wishes to include artists from outside this center, to act as instructors, to exhibit, or during Artisan Resource Center group shows, they must be approved by Landlord. Use of the name **Artisan Resource Center** may be routinely used to indicate location, however permission must be obtained from Parkway Properties to use the name for any other purpose (including press releases, mailings, promo, Internet sites, Facebook, social media groups, etc.)
13. **LATE PAYMENTS:** Should Tenant fail to pay when due any installment of rent or any other sum payable to Landlord under the terms of this lease then interest at a rate of ten percent (10%) per annum shall accrue from and after the date on which any sum shall be payable, and such interest together with a late charge of five percent (5%) of the amount due shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.
14. **REPRESENTATIONS/WARRANTIES:** Tenant acknowledges that it has examined and inspected the leased premises and is familiar with the physical condition thereof. Tenant further acknowledges (1) that Landlord has not made and does not hereby make any representations regarding the physical condition of the premises and (2) that there are no warranties either expressed or implied, regarding the condition of the leased premises. Any warranties which may exist are hereby expressly released and waived. Accordingly, Tenant hereby agrees to accept the leased premises in its "as is" condition which shall be deemed to be acknowledged upon execution of this lease. Any physical improvements made by Tenant including but not limited to walls, doors, electrical wiring (including lighting fixtures which have been wired in), breakers, plumbing, doors, flooring, cabinetry, heating units etc., which are attached to the building may not be removed at the end of this lease without express written permission of Landlord. If permission is granted, premises must be returned to a safe useable state, or Tenant will bear responsibility and expenses incurred by Landlord to return space to a safe usable state. Tenant will return the studio to Landlord in a broom clean condition.
15. Tenant shall bear all responsibility and cost for control and exhaust of any fumes or waste produced by Tenants use of premises. Tenant shall bear all responsibility and cost for control of sound produced by Tenants use of premises and shall not disturb neighboring Tenants. Many walls are contiguous within this Leased Premises and Tenant agrees to keep music decibels down during regular hours of business until after 9:30 PM. If any complaints are received by Landlord, Tenant will immediately take whatever steps necessary to rectify the problem upon Landlords request. These steps may include sound proofing or adjusting of Tenants schedule.
16. This is a smoke free facility. Tenant agrees not to smoke on the rental premises and further agrees not to allow visitors or guests to smoke in the above described premises. Violation of any of the provisions in your No Smoking clause shall constitute a material default of the terms of the Lease Agreement and subject to the remedies and/or penalties concerning lease violations stated in the Lease Agreement. Tenant is responsible for the payment of all charges resulting from a smoking violation including, but not limited to smoke damage or the removal of smoke residue including painting, cleaning, carpet replacement.
17. Animals in the building are at the discretion of landlord, and approval must be requested in advance. Tenant will maintain control of animals, both sound and manners. Dogs are to be on leashes when outside of Tenants studio and must be effectively restrained and under the control of the owner. Tenant is responsible for clean-up of all pet waste. Pets shall not be permitted in the main common entry area, lobby area or areas with high public traffic. Pets shall be properly licensed. Violation of this clause shall result in a \$25.00 fine per incident, and pet privileges onsite may be withdrawn.
18. Tenant is required to maintain in this studio appropriate type and number of fire extinguishers. Type: ABC Dry Chemical Fire Extinguisher.
19. This lease is contingent upon verification and approval of lease application as submitted by Tenant. If Tenants residence address should change during the term of this lease, the new address and contact number will be given to Landlord within 10 days of the change.
20. Occupancy is for business purposes only, not for residential.
21. **EXPANSION/RELOCATION:** Tenant, if not in default, may seek to expand or relocate within the building to a space made available by a vacancy, however if the alternate location is made available due to a sublet of that space, or is a smaller space, Tenant will remain responsible to sublet his own space unless otherwise agreeable to Landlord.
22. If Tenant shall at any time be in default hereunder, and Landlord shall deem it necessary to engage attorneys to enforce Landlords rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Tenant will reimburse Landlord for the expenses incurred thereby, including but not limited to court costs and attorney's fees.
23. **RENTAL RATE: Suite ---- Rental per month payable in advance on the first day of each month. Rental rate does not include utilities.** Lease Effective : date----- through: date ----- All rentals will be paid without deduction of any claim of set off against rentals due.
Months 1-24: \$ ----- per month.