

# Lease Extension

Thomas/Garner  
850 S. Hughey Ave.  
Orlando, FL. 32801

October 3, 2022

Susan Lo  
In Bloom Florist, LLC  
325 W. Gore St.  
Orlando, FL. 32806

Dear Susan,

This is for the lease extension for In Bloom Florist, LLC. As of this date the current lease is in effect until March 31, 2023.

This extension of the lease under shall be the same conditions of the original lease and at the rate stated on calculation sheet.

Landlord and Tenant agree to a five-year option that will extend the lease until March 31, 2028 with two -5 years options (until March 31<sup>st</sup>, 2038) with an increase in base rent of 3% per year.

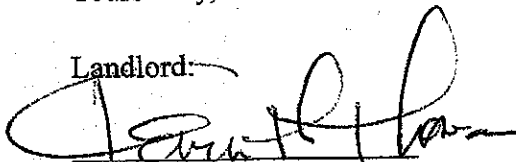
Tenant agrees to an increase deposit to be equal to \$8,000. Currently there is \$3,000 in place with the landlord and the balance of \$5,000 shall be due by December 31<sup>st</sup>, 2022.

All conditions of the lease must be met to continue the extension. The parties agree that any extension agreed to herein will be effective as of the closing of the purchase of In Bloom Florist, LLC by Susan Lo.

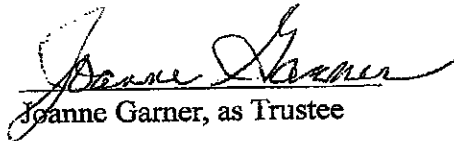
Please acknowledge by signing below and return to me.

Yours truly,

Landlord:



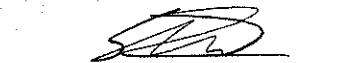
Kenneth Thomas, as Trustee



Joanne Garner, as Trustee

Tenant

In Bloom Florist, LLC



Susan Lo, Owner and Manager

**First Internet Bank of Indiana**

**Lessor's Agreement**

Lender: First Internet Bank of Indiana  
8701 E. 116<sup>th</sup> Street  
Fishers, IN 46038

Lessee: In Bloom Florist, L.L.C. And Susan Lo

Premises: 325 W. Gore St.  
Orlando, FL 32806

Lease Dated: July 10, 2008

Lessor: Kenneth E. Thomas, Trustee and Joanne F. Garner, Trustee

Lessor Contact information:

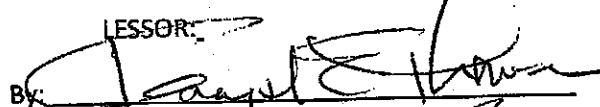
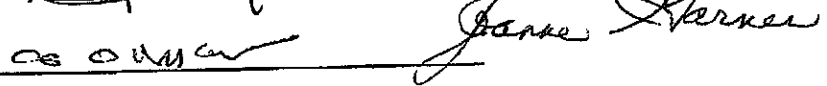
Phone number: Cell: 407-497-6200, office 407-843-1492

Email address: [ken@trianglerepro.com](mailto:ken@trianglerepro.com), [joanne@trianglerepro.com](mailto:joanne@trianglerepro.com)

Lessor understands that in connection with the Lease, Lessee is obtaining a loan from First Internet Bank ("Lender"), said loan being guaranteed by the Small Business Administration (hereinafter, "Loan") and secured by a security interest in all of the Lessee's assets. For good and valuable consideration, Lessor agrees as follows:

- a. Lessor agrees to subordinate, upon the terms and conditions set forth in this agreement, to Lender any and all liens, including distraint and levy, against the property of Borrower installed or located on the Premises under the lease ("Collateral"), in which property Lender has or will have a security interest as Collateral for the Loan.
- b. Lessor agrees that in the event of default by Lessee under the Lease, Lessor will not terminate the lease without giving thirty (30) days written notice by certified mail of Lessee's default at the address identified above. Lender shall have the right to cure such default during the applicable cure period provided to Lessee under the Lease.
- c. Lessor shall grant access to the Premises to Lender for purposes of removal by Lender of the Collateral to Lender's security interest with the understanding that Lender shall have the obligation to repair any damage to Premises during removal. Lender shall remove all such property within thirty (30) days after termination of the Lease.
- d. Lessor certifies the undersigned has full authority to execute this Agreement.

Date: Sept 27, 2022

LESSOR:  
 By:   
 Its: 

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<b>TITLE</b>	Lease Extension Signed Final and Bank Form
<b>FILE NAME</b>	Lease Extension S...and Bank Form.pdf
<b>DOCUMENT ID</b>	b1d986b8745298e4fc0df024594826d7934f3da0
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

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Document History



SENT

10 / 04 / 2022  
14:00:11 UTC-4

Sent for signature to Susan Lo (losusanlu@gmail.com) from  
jackie@crowneatlantic.com  
IP: 71.42.17.93



VIEWED

10 / 04 / 2022  
14:25:56 UTC-4

Viewed by Susan Lo (losusanlu@gmail.com)  
IP: 75.38.28.52



SIGNED

10 / 04 / 2022  
14:26:54 UTC-4

Signed by Susan Lo (losusanlu@gmail.com)  
IP: 75.38.28.52



COMPLETED

10 / 04 / 2022  
14:26:54 UTC-4

The document has been completed.

Thomas/Garner  
850 S. Hughey Ave.  
Orlando, FL. 32801

March 30, 2020

John Kobyinski  
In Bloom Florist, LLC  
325 W. Gore St.  
Orlando, FL. 32806

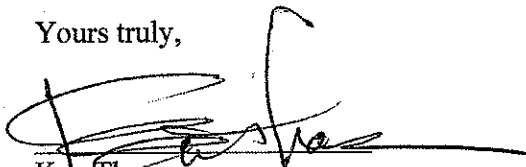
Dear John,

As per our conversation about the extension of the current lease for a period of three years, this is to confirm that we agreed to do so under the same terms of the current lease. This extension is effective this date and will terminate as of the 31 of March 2023.


Please acknowledge by signing below and return to me.

Joanne Garner and I want to thank you for continuing this lease. It has always been a pleasure working with you.

Yours truly,



Ken Thomas



John Kobyinski, and  
In Bloom Florist, LLC  
Lessee

Garner/Thomas  
850 S. Hughey Ave.  
Orlando, FL. 32801

April 1, 2014

John Kobyinski  
In Bloom Florist, LLC  
325 W. Gore St.  
Orlando, FL. 32806

Dear John,

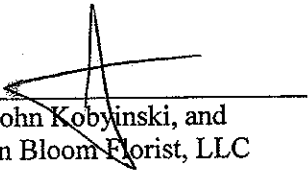
As per our conversation about the extension of the current lease for a period of three years, this is to confirm that we agreed to do so under the same terms of the current lease. This extension is effective this date and will terminate as of the 31 of March 2017.


I have given you a lease calculation sheet earlier.

Please acknowledge by signing below and return to me.

Yours truly,

Ken Thomas

  
\_\_\_\_\_  
John Kobyinski, and  
In Bloom Florist, LLC  
Lessee

  
\_\_\_\_\_  
Ken Thomas  
Thomas and Garner Trust  
Lessor

LEASE AGREEMENT

COPY

This agreement is made and entered into this 10 day of July, 2008, by and between **JENNIE F. THOMAS**, Trustee of the **JENNIE F. THOMAS TRUST DATED THE 12<sup>TH</sup> DAY OF DECEMBER, 2000, AS AMENDED THE 8<sup>TH</sup> DAY OF FEBRUARY, 2008**, and **JOANNE F. GARNER**, Trustee of the **JOANNE F. GARNER TRUST DATED THE 12<sup>TH</sup> DAY OF DECEMBER, 2000**, referred to herein as "Lessors", and **IN BLOOM FLORIST, LLC** referred to herein as "Lessee."

**FIRST:** Lessors hereby lease to Lessee and Lessee hereby leases from Lessors that certain real estate described as Lot 1 of the Garner and Thomas Plat as recorded in Plat Book 66, Page 127, Public Records of Orange County, Florida, and hereinafter known as the building located at 325 W. Gore Street, Orlando, Florida, consisting of approximately 6970 sq. ft. of the building as shown on attached drawing.

**SECOND:** The Leased Premises shall be used for the purpose of production, retail and corporate office and for no other purpose without written approval of the Lessors. The premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to Invalidate Lessors' insurance or to increase the premium rates of any insurance policies on the building which may be caused by use which the Lessee shall make of the premises. The use of the premises shall in all respects conform to the rules and regulations of the building.

**OUTSIDE STORAGE:**

The permanent placement or storage of material of any kind outside the Demised Premises (Unit) is prohibited. The Lessors may, at its sole discretion, have any materials stored outside of the Demised Premises removed and the Lessee will be charged for the expenses incurred. **No outside storage of unregistered vehicles is permitted. Lessors shall have any vehicle located on the premises removed at Lessee's expense; in the event of the following; 1) vehicle does not have a current registered tag and registration, 2) vehicle is stored on the premises for a period exceeding thirty (30) days.**

**THIRD:** The term of the lease shall be for a period of five (5) years commencing on the 1<sup>st</sup> day of September, 2008, and terminating on the 31st day of August, 2013, with an option to renew for an additional period of three (3) years, upon the same terms and conditions as set forth in this lease. If Lessor shall take possession on any day other than the first day of the month, or the lease shall terminate on any day other than the last day of the month, the monthly rental shall be prorated. Rental shall be paid to the Lessors, free from and without regard to any claims, demands or set-offs against the Lessors of any kind or character whatsoever, in lawful money of the United States of America, at the office of the Lessors as set forth herein. Said option must be declared in writing 90 days before termination of this lease. The rental for the first year shall be (\$7.00 per square foot) \$48790.00 annually, payable \$4065.84 per month, plus the property taxes, insurance cost and sales tax. See the Lease Payment Calculation Sheet (Page 8) that is attached hereto and made a part hereof. The Lessee agrees to an annual increase in the rental fee of \$0.50 per square foot the second year, \$0.50 per square foot the third year and 3% per year thereafter. All payments are to be made

payable to the Lessors at the following address: 850 South Hughey Avenue, Orlando, Florida 32801, by the 10<sup>th</sup> of each month. Payments not received by the 10<sup>th</sup>, will be assessed an additional \$225.00 per month late fee. Lessors shall also be liable for any bank charges incurred by the Lessors for any returned checks and shall reimburse Lessors for such charges. At the signing of this lease the first month's rent is due, plus a security deposit. The Lessors acknowledge receipt from the Lessee of the sum of Six Thousand Dollars (\$6000.00) as the security deposit ("Security Deposit") paid by the Lessee to the Lessors.

It is agreed that the Security Deposit is to be held by the Lessors as security for the full, faithful, and punctual performance of the Lessee's obligations, terms, covenants and conditions contained in this Lease for the full term of said Lease including any renewals, if provided. If, at any time, the Lessee fails to fully, faithfully, and punctually perform any of the Lessee's obligations, terms, covenants and conditions contained in this Lease, then the Lessors may apply any part or the whole of the Security Deposit to indemnify the Lessors for any damage the Lessors may have suffered or will suffer because of such failure to perform by the Lessee; and the Lessors shall in no way be precluded from recovering, in addition to the Security Deposit, any other damages or expenses that the Lessors may suffer by reason of any breach or violations of the terms, covenants and conditions contained in this lease and Lessee shall be obligated to immediately replenish the Security Deposit for the amount so applied by Lessors. If this lease is terminated prior to the expiration of the term thereof by the agreement of the parties, or in accordance with terms contained in said Lease, and the Lessee has fully, faithfully, and punctually performed all of the obligations, terms, covenants and conditions contained herein up to the date of said termination thereof, then the Security Deposit shall be returned by the Lessors to the Lessee.

**FOURTH:** The Lessee shall not have the right to assign this Lease, sublet the Leased Premises, or any part thereof without the express written consent of the Lessors. Said consent shall not be unreasonably withheld. All additions, fixtures or improvements which may be made by the Lessee except moveable office furniture, coolers and other equipment specific to the floral business shall become the property of the Lessors and remain upon the Leased Premises as a part thereof, and be surrendered with the Leased Premises at the termination of this lease.

**FIFTH:** The Lessee shall have the right at his own expense to remodel the offices or, if necessary, install additional lighting or power outlets. The Lessee shall not have the right to make any major structural changes without the expressed written consent of the Lessors.

Lessors hereby grant to Lessee, its employees, guests and invitees, the right to use the parking lot on the premises in common with other occupants of the premises. Lessee is assigned the (10) ten parking spaces facing the west side of the building and fifteen (15) spaces in the parking lot west of the building(see attached site plan) thereby leaving the remaining parking spaces in the lot open for in and out traffic. In the absence of designated parking, Lessee, its employees and guests, shall use those parking areas closest to Lessee's premises.

**SIXTH:** Lessee is hereby granted the right of second refusal to purchase the premises at any time the Lessors' decide to sell the premises during the term of the Lease. The right of second refusal shall be exercised by the Lessors notifying Lessee of any bona fide offers to purchase and the Lessor shall have a period of thirty (30) days to meet said offer under the same terms and conditions and time

constraints which agreement shall be accompanied by a 10% deposit and a fully executed contract and delivered to the Lessors on or before the expiration of the thirty days aforesaid. Such right shall exist only on the condition that this lease shall not have been previously terminated, and that the Lessee shall have observed and complied with all of the obligations, covenants, terms and conditions of this Lease devolving upon him up to the time of the exercise of this option.

**SEVENTH:** All personal property placed or moved into the Leased Premises shall be at the risk of the Lessee or the owner thereof, and Lessors shall not be liable for any damage to said personal property or to the Lessee arising from any source whatsoever or from any act of negligence of any co-tenants or occupants of the building or of any other person whomsoever.

**IT IS HEREBY UNDERSTOOD AND AGREED THAT ANY SIGNS OR ADVERTISING TO BE USED IN CONNECTION WITH THE PREMISES LEASED HEREUNDER SHALL BE FIRST SUBMITTED TO THE LESSORS FOR PROMPT APPROVAL PRIOR TO INSTALLATION.**

**EIGHTH:** The Lessee shall be responsible for the maintenance of the Leased Premises in all respects except for maintenance, which may be required to keep the roof free of leaks. Lessee shall notify Lessors in writing of any leaks in the roof within five (5) days from the time the Lessee knows of the leaks.

Lessee shall have no right to subject the interest of the Lessors to any claim for construction liens with respect to any improvements placed on the premises by the Lessee. Lessee shall indemnify and save the Lessors harmless from and against any Lien or Claim of Lien attached to or upon the demised premises or any part thereof by reason of any act or omission on the part of the Lessee.

**NINTH:** The Lessee hereby assumes all responsibility for injuries to persons or property of customers, employees and others arising in the Leased Premises due solely to Lessee's negligence and hereby covenants to hold the Lessors absolutely free and harmless from any claim of customers or employees, or others for damages arising out of injuries to anyone, whether employee or otherwise, in said premises, or arising through or from the business of said Lessee, or from any claim of any sort whatsoever, made by third parties, and arising out of dealings with said Lessee, and Lessee agrees to indemnify the Lessors for any loss sustained or expenses incurred, including attorneys fees for representation of Lessors in relation to negotiation, trial and appeals, on account of any actions or claims mentioned herein.

**TENTH:** That the Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Governments and of any and all their departments and bureaus applicable to said Leased Premises, for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at Lessee's own cost and expense.

**ELEVENTH:** In the event the Leased Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement, whereby the same shall be rendered untenable for ninety (90) days, it shall be optionable with the parties hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. Lessor will use best efforts to repair the premises. The cancellation shall be in writing. In addition, if

the whole of the demised premises shall be taken or condemned by any competent authority for public use or purposes during the term of this Lease, then this Lease shall terminate. All damages awarded for any taking, whether for the whole or a part of the Leased Premises, the building of which they are part, shall belong to and be the property of the Lessors whether such damages shall be awarded as compensation for diminution in value to the leasehold or to any fee or otherwise, provided, however, that the Lessee shall be entitled to receive and retain any amounts which may be specifically awarded to it by reason of the loss of its trade fixtures and/or furniture and actual expenses of relocation.

**TWELFTH:** The prompt payment of the rent for said Leased Premises upon the dates named and the faithful observances of the provisions of this Lease, and of such other and further rules or regulations as may be hereinafter made by the Lessors, or the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations as prescribed by the Lessors, shall, at the option of the Lessors, consider any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach.

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord pursuant to the unexpired term of this Lease.

(b) Nothing in this paragraph shall prevent the landlord from seeking possession of the leased premises without notice. Tenant hereby waives all notice to said default.

**THIRTEENTH:** If the Lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the Lessors may at their option, forthwith cancel this lease or they may enter said Leased Premises as the agent of the Lessee, by force or otherwise, without being liable in any way therefore, and re-let the Leased Premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessors may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessors over and above the expenses to the Lessors in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized, Lessors will pay over to said Lessee the excess on demand.

**FOURTEENTH:** In the event of a dispute, the prevailing party shall be reimbursed for all costs of collection including but not limited to court costs plus a reasonable attorney's fee for the collection of any sum owed. The parties agree that the appropriate venue is Orange County, Florida.

**FIFTEENTH:** The Lessee agrees that he will pay all charges for rent, utilities, gas or electricity or other illumination, and if such charges herein provided for at any time remain due and unpaid for the space of five days after the same shall become due, the Lessors at their option may consider the said Lessee a tenant at sufferance and re-enter upon said Leased Premises and the entire rent for the rental period next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

**SIXTEENTH:** The Lessee shall be responsible for maintaining hazard insurance for the building in the amount of its full insurable value and liability insurance in the amount of \$1,000,000.00 covering his activities at the site, naming Lessors as co-insured, and shall provide Lessors with an acceptable Certificate of Insurance evidencing the existence of such insurance. The Lessee will be responsible for payment of real estate taxes during the term of this lease.

**SEVENTEENTH:** The Lessors or any of their agents shall have the right to enter said Leased Premises during all reasonable hours, with prior notice to Lessee, to examine the same to make sure such repairs, additions or alterations as may be deemed necessary for safety, comfort or preservation thereof, or of said building, or to exhibit said Leased Premises and put or keep upon the doors or windows thereof a notice "For Rent" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, which do not conform to this agreement, or to the rules and regulations of the building.

**EIGHTEENTH:** Lessee hereby accepts the Leased Premises in the condition they are in at the beginning of this lease and agrees to maintain said Leased Premises in the same condition, order and repair as they are in the commencement of said term, excepting reasonable wear and tear arising from the use thereof under this agreement, and to maintain the interior of said Leases Premises including but not limited to water apparatus, electric lights, heating and air conditioning systems, plumbing or any fixtures, appliances or appurtenances of said premises, or of the building, and to make good to said Lessors immediately upon any damages to said interior of the Leases Premises caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee. The Lessors shall have no obligation to maintain side wall or structural portions of the building.

**NINETEENTH:** If the Lessee should become insolvent or if bankruptcy proceeding shall be begun by or against Lessee before the end of said term; the Lessors are hereby irrevocably authorized at its option to forthwith cancel this lease, as for a default. Lessors may elect to accept rent from such receiver, trustee or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessors' rights as contained in this contract, but no receiver, trustee or other judicial office shall ever have any right, title or interest in or to the above described property by virtue of this contract. In addition to the covenants listed herein, Lessors shall have the option of terminating this Lease if any of the following occur: **A)** The assets of the Lessee or the business conducted by the Lessee on the Leased Premises be taken over or sequestered by a trustee or any other person pursuant to any Judicial proceeding. **B)** Any assignment for the benefit of creditors of

reorganization or liquidation of the Lessee. C) The taking of possession of the property of the Lessee by any government officer pursuant to statutory authority. D) A judgment is entered on behalf of any creditor of Lessee and such judgment shall remain unsatisfied for 15 days after it shall become final. Lessee shall notify Lessors of any judgment immediately upon entry.

**TWENTIETH:** This contract shall bind the Lessors, their heirs, assigns, administrators, legal representatives, executors or successors as the case may be and the Lessee, its successors or assigns.

**TWENTY FIRST:** It is understood and agreed between the parties hereto that time is of essence of this contract and this applies to all terms and conditions herein.

**TWENTY SECOND:** It is understood and agreed between the parties hereto that written notice mailed or delivered by Certified Mail to the address set forth herein shall constitute sufficient notice to the Lessee and written notice mailed or delivered to the office of the Lessors shall constitute sufficient notice to the Lessors, to comply with the terms of this contract.

**TWENTY THIRD:** The rights of Lessors under the foregoing shall be cumulative, and failure on the part of the Lessors to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.


**TWENTY FOURTH:** It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessors for services or work done on the Leased Premises by order of the Lessee or otherwise accruing under contract shall be considered as rent due and shall be included in any lien due.

**TWENTY FIFTH:** Owner is not responsible for payment of real estate commission to any broker other than The Bywater Co. Aforesaid broker is the sole broker in the transaction and shall be paid by Owner in accordance with a separate agreement dated 3-28-08."

**TWENTY SIXTH:** If Lessee is not able to occupy the space on September 1, 2008 because of any inspections required by the City of Orlando the second months payment can be delayed until October 1, 2008 with approval of the Lessors.

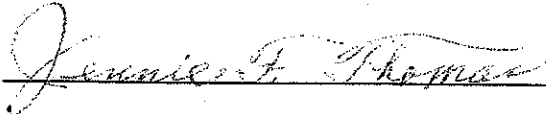
**IN WITNESS WHEREOF**, the parties hereto have executed this instrument for the purpose herein expressed, this day and year above written.

**Witnesseth:**

  
\_\_\_\_\_  
**John Kobylinski**

Sign on the line, print name beneath.

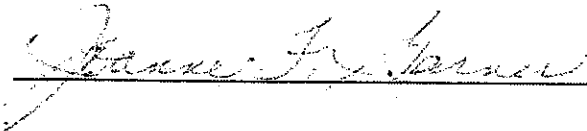
**IN BLOOM FLORIST, LLC and  
John Kobylinski LESSEE**

  
\_\_\_\_\_

**JENNIE F. THOMAS**, Trustee of the JENNIE F. THOMAS TRUST DATED THE 12<sup>TH</sup> DAY OF DECEMBER, 2000, AS AMENDED THE 8<sup>TH</sup> DAY OF FEBRUARY, 2008. **LESSOR**

**JENNIE F. THOMAS**  
\_\_\_\_\_

Sign on the line, print name beneath.

  
\_\_\_\_\_

**JOANNE F. GARNER**, Trustee of the JOANNE F. GARNER TRUST DATED THE 12<sup>TH</sup> DAY OF DECEMBER, 2000. **LESSOR**

**Joanne F. Garner**  
\_\_\_\_\_

Sign on the line, print name beneath.

**LEASE CALCULATION SHEET**

FOR APPROXIMATELY 6970 SQUARE FEET

For first year of lease:

Rate per square foot:                 \$7.00

First year:                                 \$48790.00

Monthly:   \$4065.84

Bldg. Insurance & Property Taxes and  
other common expenses estimated at:

Per square foot:                 \$1.23

First year:                                 \$8573.10

Monthly:   \$714.43

Monthly Sub Total:                         \$4780.27

Improvements cost estimated at:

\$65000.00 over 5 years:                         \$1084.00

Total monthly                                 \$5864.27

Sales tax, 6.5%                                 \$381.18

Monthly Total                                 \$6254.45

Second year:                 \$7.50 per square foot plus property tax, insurance & sales tax.

Third year:                 \$8.00 per square foot plus property tax, insurance & sales tax.

Forth year:                 \$8.24 per square foot plus property tax, insurance & sales tax.

Fifth year:                 \$8.49 per square foot plus property tax, insurance & sales tax.

Sixth year:                 \$8.75 per square foot plus property tax, insurance & sales tax.

Seventh year: \$9.00 per square foot plus property tax, insurance & sales tax.

Note: Based on 2008 costs:

Property Tax:             742.59

Bldg. Insurance         258.34

Sub Total                 \$1000.93/9777 square foot of 325 building

Or, \$1.23 per square foot

## GUARANTY

**THIS LEASE GUARANTY** (the "Guaranty") is given by **In Bloom Florist, LLC and John Kobylinski**, (Collectively the "Guarantors") to induce **Jennie F. Thomas Trustee of the Jennie F. Thomas Trust Dated the 12<sup>th</sup> Day of December, 2000, as Amended the 8<sup>th</sup> Day of February, 2008, and Joanne F. Garner Trustee of the Joanne F. Garner Trust Dated the 12<sup>th</sup> Day of December, 2000** (the "Lessors") to enter into that certain Lease Agreement dated the 1<sup>st</sup> day of August, 2008 between **JENNIE F. THOMAS TRUSTEE** and **JOANNE F. GARNER TRUSTEE**, as referred to therein as "Lessors", and **In Bloom Florist, LLC and John Kobylinski**, referred to therein as "Lessee."

### WITNESSETH:

**WHEREAS**, the Lessee desires to lease from Lessors that certain premises located at **325 West Gore Street, Orlando, Florida** on terms and conditions as set forth in the Lease; and

**WHEREAS**, the Lessors have agreed to enter into the Lease and lease the Premises described therein to the Lessee on the express condition that the Guarantors execute this Guaranty; and

**WHEREAS**, the Guarantors desire that the Lessor enter into the Lease with the Lessee.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantors, the Guarantors agree as follows:

1. **Obligation of Guarantor.** The Guarantors, on behalf of themselves and their successors, assigns, legal representatives and heirs, jointly and severally, absolutely and unconditionally guarantee to the Lessors, its successors and assigns, the full and prompt performance and observance of all the provisions, terms and conditions of the Lease which Lessee is required to perform and observe, including, without limitation, the rules and regulations which Lessor may deliver to Lessee during the Lease Term pursuant to the Lease. There shall be absolutely no requirement of any notice of non-payment, non-performance, or non-observance, or requirement of proof, or notice, or demand.
2. **Term of Guaranty.** The liability of the Guarantors hereunder shall continue until all obligations to be performed and amounts to be paid by the Lessee pursuant to the terms and conditions of the Lease have been completely performed or fully paid, whether during the Lease Term or thereafter. This shall include the payment of any loss or damage incurred by the Lessors with respect to the Lease and Lessee's occupancy of the premises, or any other matter covered by this Guaranty. Further, this Guaranty shall remain in full force and effect and bind Guarantors to its terms and conditions during or with respect to any extension, modification or renewal of the Lease.

3. **Consent to Lessor's Acts.** The Guarantors consent, without affecting the Guarantors' liability to the Lessors hereunder, that the Lessors may, without notice to or consent of the Guarantors, with or without consideration and upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, and for any period or periods, the term of the Lease or time for payment of amounts now or hereafter owed to Lessors by the Lessee pursuant to the Lease, or amounts held by the Lessors as security for any such obligation; (b) settle or compromise any claim of the Lessors, and (c) release, in whole or in part, any person primarily or secondarily liable or obligated under the Lease or any other indebtedness or obligation of Lessee to Lessor. The Guarantors hereby ratify and confirm any such extension, renewal, release, surrender, exchange, modification, impairment, settlement, or compromise; and all such actions shall be binding upon the Guarantors who hereby waive all defenses, counterclaims, or offsets which the Guarantors might have by reason thereof.

4. **Waivers by Guarantors.** The Guarantors waive: (a) notice of default or failure of performance or payment, notice of demand for payment, or other notices required or presented pursuant to the Lease; and (b) all defenses, offsets and counterclaims that the Guarantors may at any time have to any claim of the Lessors against the Lessee.

5. **Representation by Guarantors.** The Guarantors represent that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantors to the Lessors hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantors and the Lessors with respect to guaranteeing the performance and repayment to the Lessee's obligation to the Lessor pursuant to the Lease. The Guarantors further represent that they have received a copy of the Lease with all exhibits and attachments thereto, if any.

6. **Remedy of Lessors.** The Lessors may at its option proceed in the first instance against the Guarantors to enforce performance or collect amounts due under the Lease or any other obligation covered by this Guaranty, without first proceeding against the Lessee, or any other person, firm, or corporation, and without first resorting to any property at any time held by the Lessor as collateral security.

7. **Attorneys' Fees and Costs.** If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

8. **Modification of Guaranty.** The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. **Construction and Benefit.** This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantors and their successors, heirs, assigns, and legal representatives, and shall inure to the benefit of the Lessor, its successors and assigns.

10. **Venue:** In the event of any litigation between the parties regarding this Guaranty or any portion thereof, venue of such litigation shall be in the courts of Orange County, Florida.

*IN WITNESS WHEREOF*, the Guarantors have caused this Guaranty to be executed this 10 day of July, 2008.

**WITNESSES:**

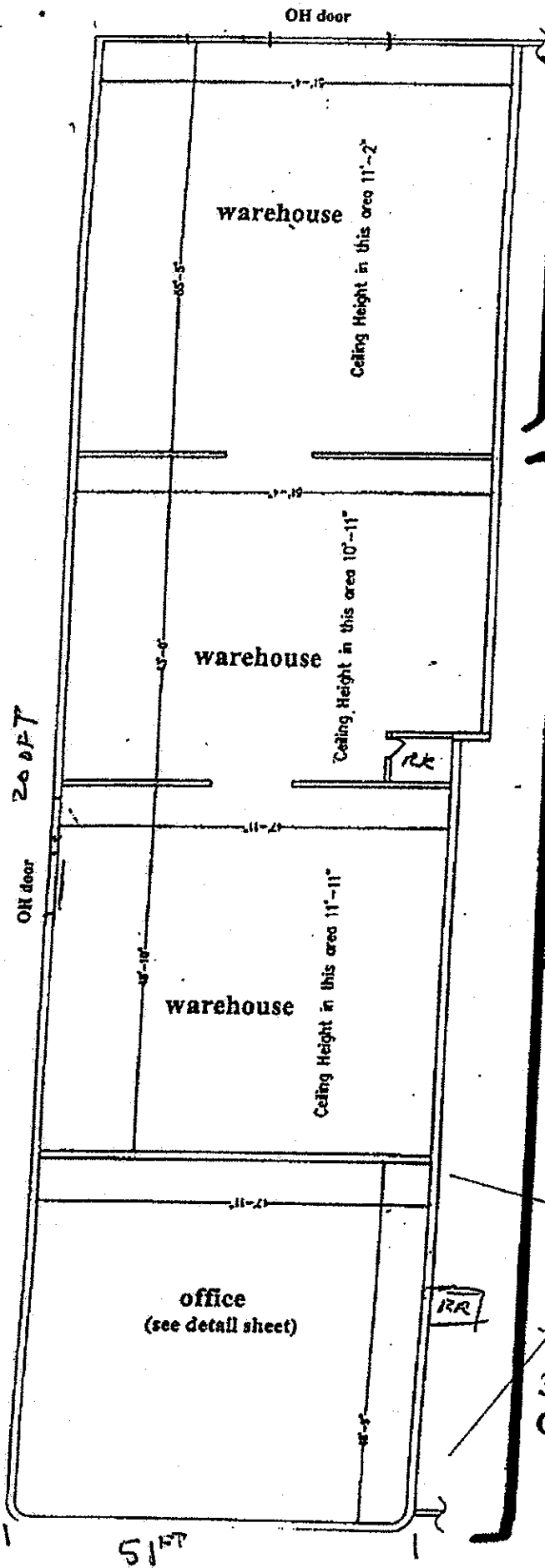
*Pamela A. Carter*  
Pamela A. Carter

Sign on the line, print name beneath.

**GUARANTOR:**

*[Signature]*  
John Kosylowski

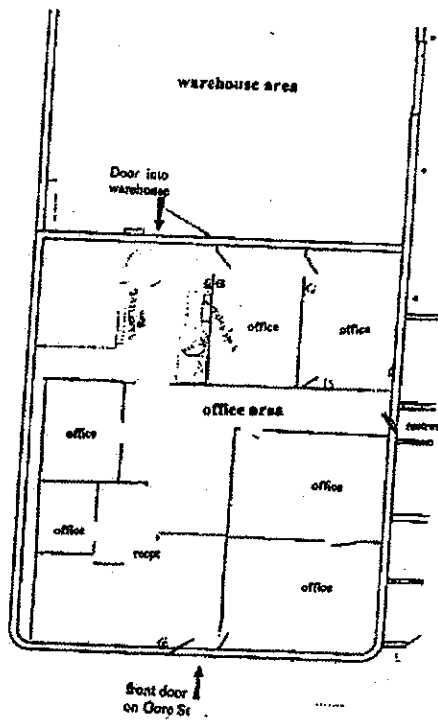
Sign on the line, print name beneath.



(ADJACENT SPACE)



IN BLOOM LEASE PREMISES



Office Detail Sheet

325 W. Gore St  
Orlando, Fl. 32806

325 W GORE ST. IN BLOOM SITE PLAN

6/20/2008

NOT TO SCALE

