

## LICENSE AGREEMENT

**THIS AGREEMENT** is entered into as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), by and between **RCOZ TAMPA LLC D.B.A. TAMPA TRUCK WASH**, a Florida limited liability company, having an office at 2980 North East 207th Street Aventura, FL 33180 (hereinafter “**Licensor**”) and \_\_\_\_\_ a \_\_\_\_\_, having an address at \_\_\_\_\_ (hereinafter “**Licensee**”).

A. **WHEREAS**, Licensor owns a Mixed-Use Property located at 5925 Martin Luther King Boulevard, Tampa, Florida (the “Property”) consisting of certain office space (the “Office Space”) and certain parking spaces (the “Parking Spaces”) as depicted on Exhibit A attached to and by this reference made a part of this Agreement located thereon (collectively, the “Premises”); and

B. **WHEREAS**, Licensee wishes to use and occupy the Premises, as depicted on Exhibit A; and

D. **WHEREAS**, Licensor has agreed to permit Licensee's exclusive use and occupancy of the Premises for the purposes and upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Recitals. As applicable, the foregoing recitals are incorporated herein by reference as though fully set forth below.

2. Grant of License

2.1 Licensor does hereby grant Licensee a license to use and occupy the Premises, subject to the terms of this Agreement (the “License”). Licensee acknowledges and agrees that nothing contained in this Agreement shall grant or be deemed to have granted Licensee the right to use any other portion of the Property other than the Premises. Any such rights have to be negotiated between Licensee and Licensees who are leasing property within the Property over whom Licensor has no control. Licensee shall have no right to sublicense nor assign the License, and no other party other than the Licensee shall have any right to use or occupy the Premises . Licensee shall not allow any third parties to use the Premises . There are no intended third-party beneficiaries under this License.

2.2 Licensee shall at all times use the Premises in a safe and careful manner and shall maintain the Premises in a safe and clean condition, including, without limitation, Licensee shall cause to be removed all trash and rubbish which may inadvertently fall due to the access contemplated hereby, and shall store all waste, trash and garbage in proper containers on the Premises. Licensee shall, at its expense, perform all acts required of it by police, fire and building officials having jurisdiction over the Premises. Licensee will not store on the Premises or utilize in its operation any hazardous substances. Licensee shall not cause, or permit to be caused, at the Premises any act or practice, by negligence, omission or otherwise, that would violate any Federal, state or local laws, rules, regulations and/or guidelines relating to the protection of the environment and Licensee shall take special care to prevent air or water pollution and not allow any such pollution to adversely affect any persons and/or the activities and/or the Premises or others. Licensee shall not be permitted to (i) dump, spill, leak or dispose of any oil, gasoline, diesel or vehicle fluids on the Property or Premises , or (ii) use any hazardous chemicals, nor wash down any vehicles at the Premises .

2.3 Licensee agrees that Licensor shall have a right, in its sole discretion, to require Licensee to relocate to a different Office Space and/or Parking Space from the Premises initially designated to another Office Space and/or Parking Space located within the Licensor's Property (see Exhibit B) with a 24-hour advance notice.

2.4 Office Space Use. Licensee shall use the Office Space in a lawful and orderly manner. Licensee shall be solely responsible for obtaining all necessary approvals and permits for such use. Licensee further agrees that it will not use the Property or, to the extent applicable, portray the product or images from any filming or photographing of the Office Space, in a negative, harmful or otherwise inappropriate manner, and will not display or otherwise associate any such images (to the extent applicable) with content related to tobacco, alcohol, illegal drugs or sexually explicit materials. Licensee shall comply with all present and future laws, ordinances, requirements, rules and regulations of governmental authorities having jurisdiction pertaining to the operation and safety of the Use, as well as with all applicable Licensor regulations, policies, procedures and/or any other applicable Licensor requirements. Licensee shall neither conduct nor allow any activity or condition in the Property that is unlawful, that in Licensor's reasonable judgment, is contrary to applicable law, increases the risk of harm to any person or the Property beyond the minimal risk normally associated with activities similar to the use, that would create a nuisance or trespass, that would disturb or impair the use or operation of the Property, or that, in any manner, would vitiate the insurance or increase the rate of insurance on the Property, or any part thereof.

2.5 Parking License.

2.5.1 Licensor grants, bargains, licenses and conveys to Licensee a temporary non-exclusive license on the Parking for use of a Parking Space solely for the purposes described herein. Parking Spaces shall be used by Licensee for Licensee's truck to park the Licensee Truck and for no other purpose whatsoever (collectively "Licensee's Use"). Licensee hereby agrees and consents not to: (a) modify or alter the Parking and/or Parking Space, (b) permit waste on any portion of the Parking and/or Parking Spaces, (c) change any oil, wash any vehicles or equipment. Licensee shall be solely responsible for and shall comply with all applicable governmental (whether state, county or local) laws, ordinances, rules and regulations relating to the Parking and/or Parking Spaces. Licensee shall have no right to sublicense nor assign the License, and no other party other than the Licensee shall have any right to use or occupy the Parking and/or Parking Spaces. Licensee shall not allow any third parties to use the Parking and/or Parking Spaces. There are no intended third-party beneficiaries under this License.

2.5.2 Licensee shall at all times use the Parking in a safe and careful manner and shall maintain the Parking and Parking Space in a safe and clean condition, including, without limitation, Licensee shall cause to be removed all trash and rubbish which may inadvertently fall due to the access contemplated hereby, and shall store all waste, trash and garbage in proper containers on the Parking. If any trash or similar unsightly littering related debris are left on or around the Parking and in proximity to your Licensee Truck, Licensee shall be required to pay the then published rates which shall be no less than \$10.00 per occurrence. Further, for any tires abandoned, or as debris or placed in the Parking garage, Licensee agrees to accept the then prevailing charge for tire disposal, of which the minimum fee per tire on the ground is \$30.00 per tire. Any damage to the Parking by Licensee, and its agents, servants or employees shall be promptly repaired by Licensee at its own expense. If Licensor is required to repair, then repairs shall be done at the Licensee's expense. Further, any Licensee who hits and damages the gate arm and/or fencing shall be required to pay a fee of \$500.00 per occurrence. Licensee shall, at its expense, perform all acts required of it by police, fire and building officials having jurisdiction over the Parking. Licensee will not store on the Parking or utilize in its operation any hazardous substances. Licensee shall not cause, or permit to be caused, at the Parking any act or practice, by negligence, omission or otherwise, that would violate any Federal, state or local laws, rules, regulations and/or guidelines relating to the protection of the environment and Licensee shall take special care to prevent air or water pollution and not allow any such

pollution to adversely affect any persons and/or the activities and/or Parking or others. Licensee shall not be permitted to (i) dump, spill, leak or dispose of any oil, gasoline, diesel or vehicle fluids on the Parking, or (ii) use any hazardous chemicals, nor wash down any vehicles at the Parking.

2.5.3 Licensee agrees that Licensor shall have a right, in its sole discretion, to require Licensee to relocate its truck and/or trailer and/or other property from the Parking Space initially designated to another Parking Space located within the Licensor's Property (see Exhibit B) with a 24-hour advance notice. Licensee consents to having its property towed in the event it does not relocate it within 24 hours after request by Licensor. Such relocation shall be done at sole cost and expense of Licensor. Licensee acknowledges that in the event that Licensee parks a piece of equipment and/or trailer or otherwise in the wrong Parking Space not designated to it, drive aisles, or other unauthorized places and do not move them within one (1) hour, Licensor shall be entitled to tow and remove any and all of the Licensee's property, truck(s), trailers, etc. at Licensee's sole expense and shall be released from any liability for such towing and/or removal. Licensee agrees to pay the then published rate(s) for jockeying fees to move said piece of equipment. Further, for any additional unauthorized parking on the Premises of Licensee's equipment, additional equipment or of your customer's equipment, including but not limited to tractors, trailers, tankers, as applicable shall be billed to Licensee's account at the greater of the then prevailing rate of \$20.00 per day plus taxes and may be towed and/or jockeyed and incur the below rates at Licensor's sole discretion.

2.5.4 Licensee agrees that each Parking Space is restricted to one specific truck and one trailer only. Any additional trucks and/or trailers Licensee wishes to have in said space(s) shall have an additional fee as well as require advance permission from Licensor. In addition, there shall be a registration fee and an application to be submitted and approved prior to any additional equipment coming onto the Premises and using said Premises.

2.6 Licensor makes no representations or warranties, express or implied, to Licensee with regard to the Licensee. Licensor shall not be restricted by this Agreement from engaging in research, consultation, advice or any services to other persons or entities who engage in similar or competitive businesses as Licensee's business. In no instance shall Licensor be deemed to have any fiduciary or other similar duties or obligation to Licensee, nor shall Licensor be deemed to have any implied duties pursuant to this Agreement. No third party is an intended beneficiary of this Agreement.

2.7 Licensee accepts and agrees to follow the property wide code of conduct or property rules which are subject to change from time to time and shall be independently responsible to check those rules for all applicable fines or other potential violation charges.

3. Term. Licensee agrees and accepts that all rent payments are non-refundable and all sales of said licenses are final.

3.1 Office Space Term. The term of this License shall commence on the date of execution of this License (the "Commencement Date"). This License shall expire at 11:59PM EST one (1) month from the Commencement Date or the earlier termination by either Party to this License Agreement, (the "Expiration Date"). The Term shall automatically renew at the end of the month, unless earlier terminated by either of the Parties with a sixteen (16) day advance written notice. If Licensee holds over and refuses to or fails to surrender possession of the Premises, after the expiration or termination of this Agreement, in addition to all other rights of Licensor under this Agreement and/or at law, Licensor shall have the option to treat such holding over as a tenancy at sufferance and charge a holdover License Fee of \$20.00 per day (or portion thereof, as applicable) calculated on a per diem basis, and at the option of Licensor. In such event, Licensor shall be entitled to tow and remove any and all of the Licensee's property, vehicles etc. at Licensee's own expense. Anything contained herein to the contrary notwithstanding, (i) Licensee's obligations under this Agreement shall relate back to and as of the any actual entry onto the Premises by

Licensee prior to the Commencement Date, and (ii) Licensor may terminate this License at any time and for any reason upon 24 hours' notice (which may be by text or email) to Licensee for any reason or no reason.

3.2 Parking Space Term. The term of this License shall commence on the date of execution of this License (the "Commencement Date"). This License shall expire at 11:59PM EST on the 1<sup>st</sup> day of the month following the month in which the Commencement Date takes place, or the earlier termination by either Party to this License Agreement, (the "Expiration Date") and shall automatically renew for another thirty (30) day period at the end of the Term, unless earlier terminated by either of the Parties with a ten (10) day advance written notice. If Licensee holds over and refuses to or fails to surrender possession of the Parking Space, after the expiration or termination of this Agreement, in addition to all other rights of Licensor under this Agreement and/or at law, Licensor shall have the option to treat such holding over as a tenancy at sufferance and charge a holdover License Fee of \$20 per day for each space covered under this Agreement (or portion thereof, as applicable) calculated on a per diem basis, and at the option of Licensor. In such event, Licensor shall be entitled to tow and remove any and all of the Licensee's property, truck etc. at Licensee's own expense. Anything contained herein to the contrary notwithstanding, (i) Licensee's obligations under this Agreement shall relate back to and as of the any actual entry onto the Parking by Licensee prior to the Commencement Date, and (ii) Licensor may terminate this License at any time and for any reason upon 24 hours' notice (which may be by text or email) to Licensee for any reason or no reason.

4. License Fees. Licensor accepts that charges of any of the below are subject to change.

4.1 Office Space License Fee. Licensee shall pay a license fee (the "License Fee") on a monthly basis, during the term of this License Agreement in the amount as per Exhibit "A" per month, on the first (1<sup>st</sup>) day of the month. In the event that the Commencement Date is not the first (1<sup>st</sup>) day of the month, payment for such month shall be prorated for the number of days when Licensee uses the Premises. Licensee acknowledges that in the event that it does not pay the License Fee within five (5) days from receiving an invoice for the respective month, an additional daily late fee of \$20.00 per day will apply until Licensee pays the License Fee in full, in addition to any other costs related to Licensor's collection of the fees. In the event that Licensee fails to pay the License Fee within fifteen (15) days of receiving an invoice for the applicable month within the Term, Licensee shall be subject to eviction at Licensor's sole discretion and Licensor shall have the right to have Licensee's property blocked, and a lien placed on its property. Notwithstanding the foregoing, Licensor shall be entitled to tow and remove any and all of the Licensee's property, vehicles etc. at Licensee's own expense. Licensee consents to be charged for the office use the rates communicated by Licensor in writing, which are subject to change from time to time upon thirty (30) days advance notice of new rates.

4.2 Parking Space License Fee. Licensee shall pay a license fee (the "License Fee") on a monthly basis, during the term of this License Agreement in the amount as per Exhibit "A" per month, on the first (1<sup>st</sup>) day of the month. In the event that the Commencement Date is not the first (1<sup>st</sup>) day of the month, payment for such month shall be prorated for the number of days when Licensee uses the Parking Space. Licensee acknowledges that in the event that it does not pay the License Fee within three (3) days from receiving an invoice for the respective month, an additional daily late fee of \$20.00 per day will apply until Licensee pays the License Fee in full, in addition to any other costs related to Licensor's collection of the fees. In the event that Licensee fails to pay the License Fee within fifteen (15) days of receiving an invoice for the applicable month within the Term, Licensee shall be subject to eviction at Licensor's sole discretion and Licensor shall have the right to have Licensee's property blocked, and a lien placed on its property. Notwithstanding the foregoing, Licensor shall be entitled to tow and remove any and all of the Licensee's property, truck(s), trailers, etc. at Licensee's sole expense. Licensee consents to be charged for

parking at the rates communicated by Licensor, which are subject to change from time to time without an advance written notice to Licensee. Licensee further acknowledges that it may be additionally charged for violation of Licensor's rules as they relate to the Parking and as set forth herein, including but not limited to waste dumping/littering (\$10 per offense and \$25 per tire fee), parking in a spot not designated to Licensee, late fees, parking Licensee's personal vehicle in a spot that is not its designated parking spot (\$45 jockeying fee and/or the towing costs, if incurred).

5. Maintenance and Repairs. Licensor shall maintain, repair, replace or restore the Premises during the term of this Agreement. If any damage, repair or replacement to the Premises, or any equipment or appurtenance in the Premises results from any act or neglect of Licensee or any agent, employee or contractor of Licensee, Licensee shall be liable therefor and, upon demand by Licensor, shall reimburse Licensor for all costs and expenses incurred in connection with such damages, repairs and replacements. Licensee shall not make any alterations or additions to the Premises.

6. Office Space Utilities. Licensee shall pay a flat fee of \$75.00 per month to cover all costs of utilities and other services provided to each space covered under this Agreement during the term of this Agreement.

7. Alterations. Licensee shall not have the right to alter the Property in any respect without Licensor's prior written approval, which may be granted or withheld in Licensor's sole discretion.

8. Indemnification.

8.1 Licensee shall indemnify Licensor, (including its members, managers, officers, agents, partners, director, employees, property managers, independent contractors and attorneys, (collectively, "Licensor Parties"), and hold it harmless and defend it against all claims, demands, and judgments for loss, damage, death or injury on the Premises, persons, arising out of, resulting or occurring by reason of the use and occupancy of the Premises or Licensee's and/or licensees' entry onto the Premises, and Licensee shall defend any suit or action brought against the Licensor Parties based on any such injury or damage, and pay all damages, costs and expenses, including reasonable attorneys', paralegals' and expert witness' fees and costs in connection therewith or resulting therefrom; except to the extent of the percentage such losses, damages, demands and claims existed prior to Licensee's occupancy of the Premises and/or are caused by the negligence or fault of Licensor Parties. The foregoing indemnity shall survive the expiration or termination of this Agreement. The interest of Licensor in the Premises shall not be subject to liens for any matters created by, through or under Licensee. Licensee shall not file or record any lien against the Property for any reason whatsoever. If any lien shall be filed against the Property as a result of materials, services or improvements furnished or to be furnished at the request of Licensee or anyone claiming under Licensee, then Licensee shall at its expense cause such lien to be discharged of record by payment or bond, within five (5) days after the filing of the lien. If Licensee shall fail to cause the lien to be discharged of record within such 5-day period, Licensee shall be in default under this Agreement and (without waiving such default) Licensor, in addition to any other rights and remedies it may have at law, in equity or otherwise, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to its validity or as to any offsets or defenses. Licensee shall, within 5 days after request, reimburse Licensor for all amounts paid and expenses incurred, including attorneys' fees. The provisions of this paragraph shall survive the termination of this Agreement.

8.2 Licensor shall not be liable for injury and/or damage to persons or property or for any loss, injury (including death) or damage suffered by Licensee, its contractors, invitees and/or licensees, nor its business, regardless of how caused. All vehicles and/or other property of or through Licensee accessing the Premises shall be at the sole risk of Licensee. Licensee hereby waives the right to claim and recover against Licensor for any loss or damage for which is covered by Licensee's insurance, or for any loss or damage for which the Licensee reasonably could have obtained insurance prior to such loss or

damage. Licensee shall not look for recovery against any Licensor's interest in the Premises for collection of any judgment, or other judicial process, requiring the payment of money by the Licensor or in the event of any default or breach by the Licensor of the terms of this Agreement. No property of Licensor or any interest in the Premises shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee rights or remedies under this Agreement.

8.3 Licensee releases Licensor of any and all liability related to same.

9. Office Space Assignment and/or Subletting.

9.1 Licensee shall not assign the License or this Agreement, nor shall Licensee sublet or permit the use or occupancy of the Premises or any part of the Premises by anyone other than Licensee and its employees without the prior written consent of Licensor, which consent may be withheld or denied in Licensor's sole discretion.

9.2 Licensor shall at all times during the term of this Agreement have the right to sell the Premises and, in connection therewith, to assign Licensor's rights and obligations under this Agreement to any such Licensee or purchaser, as applicable. In the event of such an assignment by Licensor, Licensor herein named shall be automatically freed and relieved of all liability as respects the performance of any covenants or obligations on the part of Licensor contained in this Agreement to be performed.

10. Americans with Disabilities Act. Licensee shall be solely responsible for ensuring that any special assistive or other accommodations are provided for its disabled guests, invitees and employee. In no event shall Licensor be required to incur any costs or expenses needed to adapt the Property for Licensee's intended use. Licensee agrees to indemnify and hold Licensor harmless from and against any and all liability, fines, suits, claims, demands and actions, costs, attorneys' fees and expenses of any kind or nature whatsoever for any damages incurred, whether economic, punitive, compensatory or otherwise, which may arise in connection with the Licensee's failure to reasonably accommodate any disabled individual who is a guest, invitee, or employee on the Property and from and against any orders, judgments or decrees which may be entered pursuant thereto.

11. Condition of Premises. Licensee has inspected the Premises and all improvements thereon and fixtures therein and hereby acknowledges and agrees that for purposes of this Agreement the same are in good repair and condition. Licensee accepts the Premises in absolutely "as is" condition. Licensee acknowledges that Licensor, its agents, attorneys, representatives and employees have not made and do not make any representations or warranties, express or implied, regarding the Premises. Licensee waives any claim that it might have against Licensor and releases Licensor from any such claim, arising out of the repair or condition of the Premises.

12. Termination; Entry.

12.1 Office Space. Upon the expiration or termination of this Agreement, Licensee will at once surrender and deliver up the Premises to Licensor, broom clean, in good order, condition and repair, except for ordinary wear and tear (subject to Licensee's obligations hereunder) and with all of Licensee's property removed. For purposes of this Agreement, "broom clean" means free from all debris, dirt, rubbish, personal property of Licensee, oil, grease, tire tracks or other substances, inside and outside of the Premises and on the grounds comprising the Premises. If Licensee does not remove all of Licensee's property from the Premises, Licensor may, at its option: (a) remove the same and deliver the same to any other place of business of Licensee or warehouse the same, and Licensee shall pay the costs of such removal (including the cost of repairing any injury or damage to the Premises resulting from such removal and the restoration of the Premises as a result of such removal), delivery and warehousing to Licensor on demand, or (b) treat

Licensee's property as having been conveyed to Licensor with this Agreement as a Bill of Sale, without further payment or credit by Licensor to Licensee.

12.2 Parking Space. On the Expiration Date or earlier termination of this License Agreement by either party, the License granted herein, and all rights, duties and obligations contained within this Agreement, other than those intended to survive the termination or expiration of this Agreement, shall automatically terminate without the need for any further instrument. At the Expiration Date and/or earlier termination of this Agreement, Licensee shall vacate the Parking Spaces, and should it fail to vacate, Licensor may tow, remove, or relocate the Licensee and its truck, trailer or other equipment at Licensee's sole cost and expense.

13. Signs. Licensee shall not place any signs on any part of the Premises without the prior written consent of Licensor, which consent shall not be unreasonably withheld. All signs shall be installed at the sole cost and expense of Licensee. At the end of the Term, Licensee shall remove all such signage and shall repair all damage caused thereby and restore the Premises to its condition before the installation of such signage, subject to ordinary wear and tear and Licensee's obligations to maintain, repair and replace the Premises. Licensor may also install signs reflecting Licensor's logo on the Premises.

14. Governing Law and Venue. **NO RIGHT OF JURY TRIAL.** The laws of the State of Florida shall govern this Agreement. Any legal action instituted hereunder shall be brought in Miami-Dade County, Florida. **LICENSEE AND LICENSOR BOTH IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT AND/OR IN TORT.**

15. Miscellaneous.

15.1 This Agreement is intended to be a License and not a Lease and no relationship of Landlord/Tenant is intended hereby. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement with respect to the subject matter hereof shall not be binding upon either party except to the extent incorporated expressly in this Agreement. Should any part, term or provision of this License be, by any court, declared to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected.

15.2 No waiver by Licensor or Licensee of any covenant or condition of this License shall be construed as a waiver of any other covenant or condition, nor shall a waiver of any one breach hereof be construed as waiver of any other or subsequent breach. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail, return receipt requested, or overnight express mail, via email or a private reputable courier if sent to the respective address of each party as set forth at the beginning of this Agreement. For the purposes of this Agreement, a notice shall be deemed received upon the earlier to occur of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt, express mail receipt or private carrier receipt, as the case may be; (b) the date of actual receipt of the notice or other document by the person or entity specified herein; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party. Any notice, demand or request to either party shall be addressed to at its address stated in the preamble hereto.

15.3 Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request sent. The attorney for either party may deliver a notice on behalf of the client.

15.4 Miscellaneous. If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions will remain unaffected and in full force and effect. All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein. In no event may Licensee record this Agreement or any reference hereto in any public records. The titles to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

15.5 Compliance with Laws. Licensee has sole responsibility for its compliance, and agrees to comply, with all laws and regulations pertaining to its operations and to its performance under this Agreement.

15.6 Entire Agreement. This Agreement sets forth the entire agreement between the parties regarding the subject matter contained herein. Any prior or contemporaneous conversations or writings are merged herein. No provision hereof can be waived or amended except by a writing signed by the party against whom enforcement of such waiver or amendment is sought.

15.7 Cooperation; Necessary Acts. Each of the parties shall execute and deliver all documents, papers, and instruments and perform such other acts as may be necessary or convenient to carry out the terms of this Agreement.

15.8 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party; provided, however, that the foregoing shall in no event be applicable with respect to the payment of money from Licensee to Licensor.

15.9 Construction. This Agreement has been negotiated by the parties and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. The headings and captions set forth in this Agreement are for convenience or reference only and shall not affect the construction or interpretation herein.

15.10 Radon Gas Disclosure Per Florida Statute 404.056(5). RADON Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

15.11 Counterparts/Facsimile & Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronically transmitted signature shall be deemed to constitute an original signature for the purposes of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of this day and year first above written.



RCOZ TAMPA LLC  
D.B.A. TAMPA BAY TRUCK STOP

DocuSigned by:  
RCOZ TAMPA LLC  
84001ABB10EF4C1...

By: \_\_\_\_\_

Dated:

Exhibit A  
Premises and designated parking spaces

**PARKING:**

FULL SPOT: **\$300.00** + Sales Tax  
TRACTOR SPOT: **\$200.00** + Sales Tax

*\*Month - to - Month Prices are subject to changes.*

Exhibit B

(to be filled out by Licensee upon signing this License Agreement)

**DOT #** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**First Name:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State / Province:** \_\_\_\_\_

**Postal / Zip Code:** \_\_\_\_\_

**Cell Phone :** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Truck License Plate #:** \_\_\_\_\_

**Personal Vehicle:** \_\_\_\_\_