

SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into as of the Date of this Sublease, by and between Sublandlord and Subtenant. "Date of this Sublease" shall mean the date on which the last of Sublandlord and Subtenant has signed this Sublease.

W I T N E S S E T H

Subject to and on the terms and conditions of this Sublease and the Master Lease (as defined herein), Sublandlord subleases to Subtenant, and Subtenant hires from Sublandlord, the Subleased Premises.

1. BASIC SUBLEASE INFORMATION AND DEFINED TERMS The key business terms of this Sublease and the defined terms used herein are as follows:

- 1.1 Sublandlord.** OPULENCE REALTY GROUP SRQ, LLC, a Florida limited liability company.
- 1.2 Subtenant.** SWEET SPARKMAN ARCHITECTURE, INC.
- 1.3 Master Landlord.** TDC BLACKBIRD SCC, LLC, a Delaware limited liability company authorized to transact business in Florida.
- 1.4 Building.** The building located at 1819 Main Street, Sarasota, Florida 34236.
- 1.5 Project.** Sarasota City Center, 1819 Main Street, Sarasota, Sarasota County, Florida.
- 1.6 Subleased Premises.** Suite No. 402 on the fourth floor of the building, consisting of approximately 1,890 rentable square feet, as more particularly described in the Master Lease and depicted in Exhibit B to the Master Lease.
- 1.7 Master Lease.** That certain Office Lease dated March 8, 2022 (the "Master Lease"), between Master Landlord, as landlord, and Sublandlord, as tenant, as the same may be amended from time to time, covering the Subleased Premises. A copy of the Master Lease is attached hereto as EXHIBIT "A" and incorporated herein by reference. As of the Sublease Commencement Date, the Master Lease is in Month 49 of its 77-month term.
- 1.8 Permitted Use.** General office and architecture/design studio purposes only, consistent with the Permitted Use under the Master Lease, and subject to all applicable Rules and Regulations of the Project.
- 1.9 Sublease Commencement Date.** May 1, 2026.
- 1.10 Sublease Expiration Date.** August 31, 2028, which is the last day of Month 77 of the Master Lease Term and the day immediately preceding the scheduled expiration of the Master Lease. In no event shall the Sublease Term extend beyond the Master Lease Term.
- 1.11 Sublease Term.** The period of twenty-nine (29) full calendar months commencing on May 1, 2026, and expiring on August 31, 2028, unless sooner terminated in accordance with the terms of this Sublease.
- 1.12 Base Sublease Rent.** The following monthly amounts, which are structured to correspond with the escalation schedule under the Master Lease for the period covered by this Sublease (Master Lease Months 49–77) and include a margin to Sublandlord for unanticipated costs. For reference, Sublandlord's corresponding monthly cost under the Master Lease is shown below:

Sublease Period	Calendar Dates	Master Lease Months	Sublandlord's Monthly Cost	Monthly Sublease Rent
Months 1 – 12	May 1, 2026 – Apr 30, 2027	49 – 60	\$5,406.98	\$5,731.00
Months 13 – 24	May 1, 2027 – Apr 30, 2028	61 – 72	\$5,569.20	\$5,903.00
Months 25 – 29	May 1, 2028 – Aug 31, 2028	73 – 77	\$5,736.15	\$6,080.00

Base Sublease Rent does not include applicable Florida sales tax, which Subtenant shall pay together with each monthly installment of Base Sublease Rent.

- 1.13** Additional Sublease Rent. All monetary obligations of Subtenant to Sublandlord under this Sublease other than Base Sublease Rent, including without limitation Subtenant's allocable share of any Overhead Rent escalations, pass-through charges, operating cost increases, real estate tax increases, or other amounts billed by Master Landlord to Sublandlord that are attributable to the Subleased Premises or Subtenant's use thereof. "Sublease Rent" means Base Sublease Rent and all Additional Sublease Rent.
- 1.14** Security Deposit. \$5,115.99, to be paid to Sublandlord upon execution of this Sublease by Subtenant. This amount equals the security deposit held by Master Landlord under the Master Lease. Sublandlord has determined this elevated amount to be appropriate given Subtenant's stated intent to make structural Alterations to the Subleased Premises and the resulting risk of restoration costs.
- 1.15** Prepaid Rent. \$5,731.00 plus applicable Florida sales tax (Base Sublease Rent for the first full calendar month of the Sublease Term), to be paid to Sublandlord upon execution of this Sublease by Subtenant and applied to the May 2026 installment of Base Sublease Rent.
- 1.16** Parking Spaces. Four (4) unreserved parking spaces in the Building parking facility, on a non-exclusive, unreserved basis, being the same spaces allocated to Sublandlord under the Master Lease. Subtenant shall pay parking charges to Sublandlord at the same rate charged by Master Landlord to Sublandlord from time to time (currently \$45.00 per space per month, plus applicable sales tax, subject to change by Master Landlord). Sublandlord's parking abatement under the Master Lease expired at the end of Month 12 of the Master Lease and is not available to Subtenant.
- 1.17** Sublandlord's Notice Address. OPULENCE REALTY GROUP SRQ, LLC, 22508 75TH AVE E Bradenton, FL 34211.
- 1.18** Subtenant's Notice Address. SWEET SPARKMAN ARCHITECTURE, LLC, 1819 Main Street, Suite 400, Sarasota, Florida 34236.
- 1.19** Guarantor. None, unless otherwise agreed in writing by the parties prior to execution.

2. SUBLEASE TERM

This Sublease shall constitute a legally binding and enforceable agreement as of the Date of this Sublease. Subtenant shall have and hold the Subleased Premises for the Sublease Term commencing on May 1, 2026, and expiring on August 31, 2028, unless sooner terminated pursuant to the terms of this Sublease or

the Master Lease. The parties acknowledge that as of the Sublease Commencement Date, the Master Lease will be in Month 49 of its 77-month term, and accordingly this Sublease covers only the remaining portion of the Master Lease Term. Sublandlord shall notify Subtenant promptly if the Sublease Commencement Date or Sublease Expiration Date changes for any reason, and the parties shall execute a written confirmation of such dates if requested by either party.

3. MASTER LEASE; INCORPORATION; SUBTENANT'S OBLIGATIONS

- 3.1** Incorporation of Master Lease. This Sublease is expressly subject to and subordinate to all of the terms, covenants, and conditions of the Master Lease. Except as otherwise provided in this Sublease, all of the terms and conditions of the Master Lease are incorporated herein by reference and shall be binding upon Subtenant as if Subtenant were the "Tenant" and Sublandlord were the "Landlord" named therein; provided, however, that: (i) references to rent in the Master Lease shall mean Sublease Rent as defined herein; (ii) references to the lease term shall mean the Sublease Term; (iii) the Base Rent schedule in Section 1.10, Security Deposit in Section 1.12, Prepaid Rent in Section 1.13, and the Rent Credit Period in Section 1.10 of the Master Lease reflect obligations solely between Sublandlord and Master Landlord and are excluded from incorporation as between Sublandlord and Subtenant; and (iv) any inconsistency between this Sublease and the Master Lease shall be governed by this Sublease as between Sublandlord and Subtenant.
- 3.2** No Obligation to Perform Master Landlord's Obligations. Sublandlord shall not be obligated to perform any of the obligations of Master Landlord under the Master Lease. Sublandlord shall have no liability to Subtenant for any failure or delay by Master Landlord in performing any obligation under the Master Lease. Upon written request, Sublandlord shall use commercially reasonable efforts (without obligation to incur expense or commence litigation) to cause Master Landlord to perform its obligations as they relate to the Subleased Premises.
- 3.3** Subtenant's Compliance. Subtenant shall comply with all terms and conditions of the Master Lease applicable to the Subleased Premises, including the Rules and Regulations. Subtenant shall not commit or permit any act or omission that would constitute a default under the Master Lease or give Master Landlord the right to terminate the Master Lease. Any default by Subtenant that also constitutes a default under the Master Lease shall be a concurrent default under both this Sublease and the Master Lease.
- 3.4** No Privity with Master Landlord. Nothing in this Sublease shall be construed to create privity of contract or estate between Master Landlord and Subtenant.

4. MASTER LANDLORD CONSENT

This Sublease is expressly conditioned upon receipt of the prior written consent of Master Landlord pursuant to Section 6 of the Master Lease (the "Landlord Consent"). Sublandlord shall submit a written request for Landlord Consent to Master Landlord promptly following full execution of this Sublease, and Subtenant shall cooperate in providing any financial, business, and background information reasonably required by Master Landlord. Subtenant shall reimburse Sublandlord for the \$1,000 administrative fee and any attorneys' fees charged by Master Landlord under Section 6.11 of the Master Lease in connection with the consent request. If Landlord Consent is not obtained within forty-five (45) days after submission of Sublandlord's written request, either party may terminate this Sublease upon written notice to the other, whereupon Sublandlord shall promptly return all Prepaid Rent and Security Deposit paid hereunder and neither party shall have any further obligation to the other.

5. SUBLEASE RENT

Subtenant shall pay Base Sublease Rent to Sublandlord in lawful United States currency, together with applicable Florida sales tax, in monthly installments in advance on the first day of each calendar month during the Sublease Term. All Sublease Rent shall be paid without demand, setoff, or deduction of any kind except as expressly provided herein. Additional Sublease Rent (other than pass-through charges billed with Base Sublease Rent) shall be due within ten (10) days after delivery of an invoice. Subtenant's obligation to pay Sublease Rent is a covenant independent of Sublandlord's obligations hereunder. Subtenant shall also pay before delinquency all taxes levied upon or arising from the conduct of Subtenant's business or Subtenant's personal property in the Subleased Premises.

6. SECURITY DEPOSIT

The Security Deposit of \$5,115.99 shall be held by Sublandlord as security for Subtenant's full and faithful performance of every obligation under this Sublease, including the payment of Sublease Rent and the restoration of the Subleased Premises. Sublandlord has set the Security Deposit at an amount equal to the security deposit held by Master Landlord under the Master Lease, which amount Sublandlord has determined to be appropriate given Subtenant's stated intent to make structural Alterations to the Subleased Premises. Sublandlord may apply the Security Deposit to cure any default by Subtenant, to pay restoration costs arising from any unauthorized or unrestored Alteration, or to compensate Sublandlord for any other loss arising from Subtenant's failure to perform any obligation hereunder. If any portion of the Security Deposit is applied, Subtenant shall replenish it to its original amount within five (5) days after written notice. The Security Deposit is not an advance payment of the last month's rent and shall not limit Sublandlord's damages or remedies. Provided Subtenant is not in default, Sublandlord shall return the unapplied balance to Subtenant within thirty (30) days after the expiration or earlier termination of this Sublease and Subtenant's surrender of the Subleased Premises in the required condition.

7. USE

Subtenant shall use and occupy the Subleased Premises solely for the Permitted Use and for no other purpose. Subtenant shall comply with all applicable laws, codes, and ordinances, including the Americans with Disabilities Act, and with the Rules and Regulations of the Project as amended from time to time by Master Landlord. Subtenant shall not use the Subleased Premises in any manner that would violate the Master Lease, increase any insurance rate, or constitute a nuisance to other occupants of the Project.

8. ALTERATIONS

- 8.1 Dual Consent Required.** Subtenant acknowledges that it intends to make structural and other Alterations to the Subleased Premises. "Alterations" means any alteration, addition, or improvement of any kind to the Subleased Premises. Subtenant shall not make any Alteration without first obtaining: (i) the prior written consent of Sublandlord, which shall not be unreasonably withheld for non-structural interior Alterations that comply with the Master Lease; and (ii) the prior written consent of Master Landlord to the extent required under Section 9 of the Master Lease. Any structural Alteration shall require the express prior written consent of both Sublandlord and Master Landlord before any work commences.
- 8.2 Compliance with Master Lease.** All Alterations shall comply in all respects with Section 9 of the Master Lease, including the requirements relating to contractor approval, permits, insurance, lien waivers, contractor affidavits, notices of termination, and any supervisory fee payable to Master Landlord (currently 5% of construction cost). Subtenant shall bear all costs of Alterations, including any fee charged by Master Landlord and any review costs incurred by Sublandlord.

- 8.3 Restoration.** The Security Deposit has been sized in part to reflect the cost of restoring the Subleased Premises from Subtenant's intended structural Alterations. Upon expiration or earlier termination of this Sublease, Subtenant shall, at its sole cost, remove all Alterations designated for removal by Master Landlord or Sublandlord, restore the Subleased Premises to the required condition, and repair all damage caused by such removal. If Subtenant fails to do so, Sublandlord may perform or cause to be performed such restoration at Subtenant's expense and apply the Security Deposit to the cost thereof.
- 8.4 Liens.** The interests of Sublandlord and Master Landlord shall not be subject to any lien arising from Alterations by Subtenant. Subtenant shall comply with Section 10 of the Master Lease. If any lien is filed, Subtenant shall discharge or bond it within ten (10) days of notice. Subtenant shall indemnify, defend, and hold Sublandlord and Master Landlord harmless from any lien, claim, cost, or liability arising from any Alteration by Subtenant.

9. CONDITION OF PREMISES

Subtenant has inspected the Subleased Premises and accepts them in their "as-is," "where-is" condition as of the Sublease Commencement Date, without any warranty or obligation on Sublandlord's part to perform any repairs, alterations, or improvements. Sublandlord makes no representation as to the condition, suitability, or legal compliance of the Subleased Premises.

10. INSURANCE

Subtenant shall obtain and maintain throughout the Sublease Term, at its sole cost, all insurance coverages required of "Tenant" under Section 7 of the Master Lease. All policies shall name Sublandlord and Master Landlord (and their respective Landlord Parties) as additional insureds, shall be primary and non-contributory, and shall comply with Sections 7.1 and 7.2 of the Master Lease. Subtenant shall deliver evidence of all required coverages to Sublandlord at least ten (10) days before May 1, 2026 and at least ten (10) days before commencing any Alterations. Sublandlord and Subtenant shall each obtain a waiver of subrogation from their respective insurers consistent with Section 7.4 of the Master Lease.

11. DEFAULT

- 11.1 Events of Default.** Each of the following shall be an event of default by Subtenant: (a) failure to pay any Sublease Rent within five (5) days of when due; (b) making any Alteration without required consents; (c) assigning this Sublease or further subletting without Sublandlord's prior written consent; (d) any act or omission by Subtenant that constitutes or causes a default under the Master Lease; (e) insolvency, assignment for the benefit of creditors, or any bankruptcy or insolvency proceeding; (f) abandonment of the Subleased Premises; or (g) failure to perform any other obligation under this Sublease.
- 11.2 Notice and Cure.** Before exercising remedies for a default solely under clause (g) of Section 11.1, Sublandlord shall give written notice specifying the default, and Subtenant shall have five (5) days to cure a monetary default or thirty (30) days to cure a non-monetary default (or such longer period as is reasonably necessary, provided Subtenant commences cure within thirty (30) days and diligently pursues it to completion). No notice or cure period applies to defaults under clauses (a) through (f).
- 11.3 Remedies.** Upon an uncured event of default, Sublandlord shall have all remedies available at law and in equity, including the right to terminate this Sublease, re-enter the Subleased Premises, and recover all damages including the present value of all remaining Sublease Rent. If this Sublease is terminated due to Subtenant's default, Sublandlord shall be entitled to retain the entire Security Deposit as partial compensation for its damages, in addition

to all other available remedies. Subtenant waives all rights of redemption or to prevent forfeiture after termination.

11.4 Late Charges and Interest. If any Sublease Rent is not paid within five (5) days of when due, Subtenant shall pay a late charge equal to the greater of (a) 5% of the overdue amount or (b) \$500.00, plus interest at 18% per annum (or the maximum lawful rate, if less) from the due date through the date of actual payment.

12. ASSIGNMENT AND FURTHER SUBLETTING

Subtenant shall not assign this Sublease, further sublet all or any portion of the Subleased Premises, or otherwise transfer any interest herein without the prior written consent of both (i) Sublandlord, in its sole and absolute discretion, and (ii) Master Landlord, to the extent required under Section 6 of the Master Lease. Any purported transfer without such consent shall be void and shall constitute a default. No consent shall relieve Subtenant of its continuing obligations under this Sublease.

13. INDEMNIFICATION

To the fullest extent permitted by law, Subtenant shall indemnify, defend (with counsel reasonably acceptable to Sublandlord), and hold harmless Sublandlord and the Landlord Parties (as defined in the Master Lease) from and against all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Subtenant's use or occupancy of the Subleased Premises; (b) any Alterations by Subtenant; (c) any breach by Subtenant of this Sublease or the Master Lease; or (d) any negligent or wrongful act or omission of Subtenant or its employees, agents, contractors, or invitees. These indemnification provisions shall survive the expiration or earlier termination of this Sublease.

14. REPAIR AND MAINTENANCE

Sublandlord has no obligation to perform any repair or maintenance of the Subleased Premises or the Building. Subtenant's rights to receive repair and maintenance services are solely those of "Tenant" under the Master Lease, and Subtenant shall look only to Master Landlord for such performance. Subtenant shall maintain the Subleased Premises in the clean, first-class condition required under Section 16 of the Master Lease and shall be responsible for all interior maintenance and repairs that are the obligation of Tenant under the Master Lease.

15. SERVICES AND UTILITIES

Subtenant's rights to receive building services and utilities are solely those of "Tenant" under Section 21 of the Master Lease, and Subtenant shall look only to Master Landlord for such services. Sublandlord shall have no liability for any failure, interruption, or inadequacy of any building service or utility. Any after-hours HVAC or other service charges incurred by or on behalf of Subtenant shall be paid by Subtenant directly to Master Landlord or, if billed through Sublandlord, shall be promptly reimbursed to Sublandlord as Additional Sublease Rent.

16. TERMINATION OR EXPIRATION OF MASTER LEASE

If the Master Lease is terminated for any reason prior to August 31, 2028 — including by reason of casualty, condemnation, or any default by Sublandlord (other than a default caused by Subtenant's acts or omissions) — this Sublease shall automatically terminate simultaneously, and Sublandlord shall promptly return to Subtenant the unapplied Security Deposit and any prepaid Sublease Rent attributable to periods after such termination. Sublandlord agrees not to voluntarily surrender or terminate the Master Lease prior to August 31, 2028 without Subtenant's prior written consent, provided that such consent shall not be required if the termination results from Subtenant's acts or omissions or from circumstances beyond Sublandlord's reasonable control.

17. END OF SUBLEASE TERM

On August 31, 2028 (or upon any earlier termination), Subtenant shall surrender the Subleased Premises to Sublandlord in good order, condition, and repair, broom-clean, ordinary wear and tear excepted, with all personal property, computer and telecommunications wiring, and all Alterations designated for removal by Master Landlord or Sublandlord removed, and all damage from such removal repaired. If Subtenant holds over after August 31, 2028 without Sublandlord's prior written consent, such occupancy shall be a tenancy at sufferance and Subtenant shall pay monthly rent equal to 200% of the Base Sublease Rent in effect for the final month of the Sublease Term plus all Additional Sublease Rent. Subtenant shall be liable for all damages, including consequential damages and any liability of Sublandlord to Master Landlord, arising from any holdover.

18. NOTICES

Any notice under this Sublease shall be in writing and delivered by hand, by nationally recognized overnight courier (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, to the respective party's notice address in Section 1.17 or 1.18. A notice shall be deemed effective upon receipt, or the date sent if returned as refused, unclaimed, or the addressee has moved.

19. ATTORNEYS' FEES

The prevailing party in any litigation or dispute resolution proceeding arising out of or relating to this Sublease, including arbitration and appellate proceedings, shall be entitled to recover from the losing party its actual attorneys' fees and costs.

20. NO WAIVER

No failure or delay by either party in exercising any right or remedy shall be construed as a waiver. No waiver shall be effective unless in writing and signed by the waiving party. Receipt of Sublease Rent after a default shall not waive any existing default or any right of Sublandlord to pursue available remedies.

21. GENERAL PROVISIONS

- 21.1** Entire Agreement. This Sublease, together with the Master Lease as incorporated herein, constitutes the entire agreement of the parties with respect to the Subleased Premises and supersedes all prior negotiations, proposals, and agreements. This Sublease may be amended only by a written instrument signed by both parties.
- 21.2** Governing Law; Venue. This Sublease shall be governed by Florida law. Any litigation shall be brought exclusively in a court of competent jurisdiction in Sarasota County, Florida.
- 21.3** Severability. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 21.4** Counterparts; Electronic Signatures. This Sublease may be executed in counterparts, each constituting an original. Electronic signatures shall be binding to the same extent as original signatures.
- 21.5** Confidentiality. Subtenant shall keep the terms of this Sublease confidential and shall not disclose them to any third party without Sublandlord's prior written consent, except as required by law or to Subtenant's advisors bound by confidentiality obligations.
- 21.6** Radon Gas. As required by Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may

present health risks to persons exposed to it over time. Levels of radon exceeding federal and state guidelines have been found in buildings in Florida. Additional information may be obtained from your county health department."

21.7 Jury Waiver. SUBLANDLORD AND SUBTENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE SUBLANDLORD/SUBTENANT RELATIONSHIP, OR THE SUBLEASED PREMISES.

21.8 Construction. This Sublease has been negotiated at arm's length, each party having had the opportunity to be represented by legal counsel. It shall not be more strictly construed against either party.

21.9 Exhibits. EXHIBIT "A" (copy of Master Lease, including all exhibits and amendments) is attached hereto and incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

Sublandlord and Subtenant are signing this Sublease as of the Date of this Sublease.

SUBLANDLORD:

OPULENCE REALTY, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

Date Executed: _____

Sublandlord's Taxpayer Identification Number: _____

SUBTENANT:

SWEET SPARKMAN ARCHITECTURE, LLC, a _____ limited liability company

By: _____

Name: _____

Title: _____

Date Executed: _____

Subtenant's Taxpayer Identification Number: _____

EXHIBIT "A"
MASTER LEASE

[Attach complete copy of the Office Lease dated March 8, 2022, between TDC BLACKBIRD SCC, LLC, as Landlord, and OPULLENCE REALTY, LLC, as Tenant, including all exhibits, riders, and amendments thereto.]