

**LEASE<sup>1</sup> - FACE PAGE**

**“EFFECTIVE DATE”:** THE \_\_\_ DAY OF \_\_\_\_\_, 2022

**PROPERTY NAME:** Premier Office Park, as shown on Exhibit “A” hereto (the “PLAZA ”)

**“LANDLORD”:** Premier Aviation Of Boca Raton, L.L.C.

**LANDLORD’S ADDRESS:** 21 Compass Isle, Ft. Lauderdale, FL 33308

**“TENANT”:** La Condesa Mexican Restaurant LLC

**TENANT’S BUSINESS NAME:** La Condesa Mexican Kitchen

**TENANT’S TAX ID#:** [REDACTED] **[Please provide]**

**TENANT CONTACT PERSON:** Jaime Aguilar

**TENANT’S TELEPHONE #:** 386-383-0323

**TENANT’S ADDRESS:** 345 E Weatherbee # 37, Ft Pierce, FL 34982

**TENANT’S E-MAIL ADDRESS:** aguila1372@yahoo.com

**TENANT’S USE:** Full service Mexican restaurant and lounge(as such business is deemed to be a themed restaurant concept in accordance with Article 2.03 as amended in Amendment No. 2 to the Master Lease), **AND FOR NO OTHER PURPOSE. Tenant’s initial menu is attached hereto as Exhibit “H”. Tenant may not materially change such menu items without Landlord’s consent.**

**DEMISED PREMISES:** 3320 Airport Road, Boca Raton, FL 33431

**APPROXIMATE SQUARE FOOTAGE OF DEMISED PREMISES:** 7,000 square feet (Landlord and Tenant acknowledge and agree to this square footage and agree that the Premises is not subject to re-measurement)

**“INITIAL LEASE TERM”:** Approximately ten (10) years, commencing on the Beginning Date and expiring on the last day of the calendar month occurring ten (10) years thereafter

**“BEGINNING DATE”:** The date that Landlord and Tenant execute this Lease (Landlord shall not execute this Lease unless and until it receives approval of Lease by the Boca Raton Airport Authority).

**BASE RENT AND ADDITIONAL RENTS SHALL COMMENCE TO ACCRUE AND BE DUE AND PAYABLE ON (“Rent Commencement Date”):** MAY 1, 2022.

<b>INITIAL RENTAL DUE</b>	<b>MONTHLY</b>	<b>ANNUAL</b>	<b>PER S.F.</b>
<b>BASE RENT</b>	<b>\$26,250.00</b>	<b>\$315,000.00</b>	<b>\$45.00</b>
<b>EST. COMMON AREA OPERATING EXPENSES</b>	<b>\$4,666.67</b>	<b>\$56,000.04</b>	<b>\$8.00</b>

<sup>1</sup> The Board of Trustees of the International Improvement Trust Fund of the State of Florida, as lessor (the “State”) and Boca Raton Airport Authority, as lessee, entered into that certain Lease Agreement No. 3265 dated October 27, 1983, as amended by Amendment To Lease No 3265 dated March 11, 1993 (the “Base Lease”) for approximately 204 acres of land in Boca Raton, Florida (the “Base Lease Premises”) commonly known as the “Boca Raton Airport”.

Boca Raton Airport Authority (“Master Lessor”), as lessor, and Landlord, as lessee, entered into that certain Lease Agreement dated September 27, 2000, as amended on November 29, 2000, July 17, 2013, January 28, 2015, June 26, 2018, August 15, 2018, January 16, 2019, July 17, 2019, July 15, 2020, August 19, 2020, February 25, 2021, and November 17, 2021 (collectively, the “Maser Lease”), under which Master Lessor leased to Landlord a portion of the Base Lease Premises, including the Plaza, that is more particularly described in Exhibit A.

Notwithstanding references herein to “Lease”, “Landlord” and “Tenant”, the parties acknowledge and agree that this instrument is actually a sublease, and that the rights and obligations of the parties hereunder are subject to the terms and conditions of the Master Lease.

**(Includes CAM, Insurance and  
RE Taxes as described in Lease)**

<b>SALES TAX</b>	<b>\$2,009.58</b>	<b>\$24,114.96</b>	<b>6.5%</b>
<b>TOTAL</b>	<b><u>\$32,926.25</u></b>	<b><u>\$395,115.00</u></b>	

**PREPAID RENT: None**

**SECURITY DEPOSIT: \$98,778.75 (due and payable upon Tenant's execution of this Lease)**

**INITIAL "PROPORTIONATE SHARE": 51.61%**

**INCREASES IN BASE RENT: See Section 6.12 hereof**

**FIRST ADJUSTMENT DATE: See Section 6.12 hereof**

**OPTION(S) TO RENEW: Two (2) of five (5) years each**

**THE "INITIAL LEASE TERM" AND ANY EXTENSIONS SHALL COLLECTIVELY BE REFERRED TO AS THE "LEASE TERM".**

**THE ITEMS CONTAINED ON THE FACE PAGE(S) RELATE TO THE CONTENTS OF THE LEASE AND THE EXHIBITS ATTACHED HERETO. ALL AGREEMENTS BETWEEN THE PARTIES ARE IN WRITING AND CONTAINED IN THIS LEASE AND IN THE EXHIBITS ATTACHED HERETO THE TERMS OF WHICH ARE INCORPORATED INTO THE LEASE BY REFERENCE.**

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## LEASE

See Lease Face Page(s) for the definitions of certain capitalized terms used in this Lease. All terms, conditions and definitions on the Lease Face Page(s) and in the Exhibits attached hereto are incorporated herein by reference as if fully set forth at this point in the text of the Lease.

### **1. PARTIES.**

This Lease and the Exhibits attached hereto (collectively the "Lease") entered into by and between the Landlord and Tenant is made as of the Effective Date.

### **2. DEMISED PREMISES.**

2.1 Subject to Master Lessor's consent in accordance with Section 44 below, Landlord hereby subleases, rents, and lets unto Tenant and Tenant hereby leases from Landlord the Demised Premises (which is located within the Plaza), for the Lease Term and specifically upon the terms and conditions set forth in this Lease. The square footage of the Demised Premises is measured by including the exterior faces of the Exterior Walls (as defined in Section 10.3 below) and the centers of any party walls. Certain calculations used in this Lease are based on the square footage as represented on the Lease Face Page(s).

2.2 The use and occupation by the Tenant of the Demised Premises shall include the right to the non-exclusive use, in common with others, of all such driveways, truck and service courts, walks, automobile parking areas designated for common use, and other facilities designed for common use, as have been or may be installed by Landlord, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject expressly, however, to the terms and conditions of the Master Lease as amended from time to time, the terms and conditions of the Access Easement as defined in Section 44.2 below, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Master Lessor and Landlord and enforced on a non-discriminating basis. Landlord reserves, and Tenant agrees that Landlord has the right to change the size, layout and location of any and all buildings or Common Areas (as defined in Section 8.1) and facilities of the Plaza as well as to reduce or expand the size of Plaza.

### **3. POSSESSION.**

3.1 Delivery of possession within the meaning of this Lease shall be accomplished by Landlord's delivery to Tenant of the key(s) to the Demised Premises which shall be delivered in substantial compliance with the Landlord's Work provisions outlined in Exhibit B of this Lease.

3.2 Tenant agrees that it shall, with diligence, perform all work for which it is responsible, as described and in accordance with the specifications on Exhibit C ("Tenant's Work"), in order to prepare Demised Premises for the opening of business including where applicable but not limited to the following: (a) Tenant shall submit plans to all applicable governmental authorities for building permits no later than thirty (30) days after the Effective Date hereof; (b) Tenant shall use commercially reasonable and diligent efforts to obtain said permits; (c) Tenant shall commence construction of Tenant's work within five (5) days after issuance of said permits, or if no permits are required for Tenant's Work, then within ten (10) days after the Beginning Date; (d) Tenant shall use commercially reasonable and diligent efforts to complete Tenant's Work; and (e) Tenant shall stock the Demised Premises and open for business within fifteen (15) days after Tenant completes Tenant's Work. In the event that, for whatever reason, Tenant does not open in the Demised Premises for the conduct of its business, as described on Lease Face Page(s) within ninety (90) days after the Beginning Date and/or in the event that Tenant fails to comply with the requirements of this section 3.2, then Landlord, in addition to all other remedies for an Event of Default as provided herein, shall have the option of terminating this Lease pursuant to section 21.1.2 hereof by giving Tenant written notice of such termination; and in such event, this Lease shall be terminated and Tenant shall immediately deliver possession of the Demised Premises to Landlord. If Tenant is delayed opening due to delays such

as governmental inspections or delivery of critical equipment and the Tenant informs the Landlord in writing 30 days prior to the end of the 90 day period, The Landlord will grant a 60 day extension to open, however the rent shall be paid according to the lease.

(Tenant's Work made in accordance with Exhibit C as well as all structural and nonstructural alterations, betterments, improvements, demolitions or additions made in accordance with Section 11 and Section 15 herein shall hereinafter collectively be referred to as "Tenant Improvements").

3.3 By virtue of occupying the Demised Premises as a Tenant or installing fixtures, facilities or equipment, or performing finishing work, whether in any such instance, directly or through its contractor(s), or agent(s), and subject to any "punch list" items, Tenant shall conclusively be deemed to have accepted the Demised Premises and to have acknowledged that the Landlord has satisfied all of its obligations as required by this Lease.

#### **4. USE.**

4.1 Tenant shall use and occupy the Demised Premises solely and exclusively for the conduct of Tenant's Use and solely and exclusively under the Tenant's Business Name and for no other purpose whatsoever.

4.2 Tenant covenants and agrees that it will not use or suffer or permit any person, persons, corporation or other such entity to use any of the Demised Premises for any use or purpose in violation of the Master Lease, the laws, ordinances, regulations and requirements of any governing body, including but not limited to, the Boca Raton Airport Authority, country, state, county, city, or any bodies under the jurisdiction of one of these entities. Tenant covenants that it has verified Tenant's Use is permitted in the Plaza by Master Lessor, the applicable governmental and/or quasi-governmental authority and is in conformity with all covenants, conditions and restrictions which the Plaza is subject to, and expressly takes the Premises subject to the terms of the Master Lease, all governmental and/or quasi-governmental rules and regulations and all covenants, conditions and restrictions by which the Plaza and its occupants are subject to.

4.3 Tenant shall continuously and uninterruptedly, operate during the Lease Term, the entire Demised Premises for the use permitted by this Lease.

4.4 Tenant covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this Lease and continuing for the Lease Term, none of the Tenant, any guarantor (if applicable), any principal of or partner in the Tenant, any of their affiliates, parent or subsidiaries, or any franchisee or licensee of any of them, or any successor and/or assignee (collectively, the "Tenant Parties") will operate, either directly or indirectly, another store having the same or similar trade name to that used at the Demised Premises and/or the same or similar business to that used at the Demised Premises, within a three (3) mile radius of the Demised Premises, without the prior written consent of the Landlord. If any of the Tenant Parties currently operates a store in violation of this paragraph, then Tenant hereby represents and warrants to Landlord that such Tenant Party has the legal right to and shall cease such operation in such other store(s) on or before the Beginning Date hereof. In addition to any other remedy otherwise available to Landlord, it is specifically agreed that Landlord may at Landlord's election terminate this Lease in the event of any violation by a Tenant Party of any of the covenants, agreements, representations and/or warranties contained in this paragraph.

#### **5. TERM.**

The Lease Term shall commence on the date as set forth on Lease Face Page(s) and shall end (unless sooner terminated or extended as provided herein) at 11:59 P.M. on the date of the expiration of the last day of the Initial Lease Term, as set forth on the Lease Face Page(s). In no event will the Lease Term exceed the term of the Master Lease, which ends September 26, 2050, unless terminated earlier.

## 6. RENT.

6.1 Tenant covenants and agrees to pay Landlord the Base Rent (as set forth on the Lease Face Page) plus all Additional Rent (as defined below) and all other monthly fees, and sales and other applicable taxes in the coin or currency of the United States of America payable in advance in equal monthly installments without deduction or set-offs and without prior demand therefor on the first day of each calendar month during the Lease Term. If the Rent Commencement Date is not the first day of the month, the rent for that month shall be prorated. Reference is hereby made to the Face Page.

6.2 If Tenant shall fail to pay when the same is due and payable, any Base Rent or any Additional Rent (as defined in Section 6.3 below), or amounts or charges of the character described in this Lease, such unpaid balance shall bear interest at the lesser of: (i) one and one-half percent (1 1/2%) per month; or (ii) the maximum lawful rate from the date due to the date of payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Base Rent or other charges will cause Landlord to incur certain expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impractical to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such installment is not received by Landlord from Tenant by the fifth (5th) day of the month for which such installment is due, Tenant shall immediately pay to Landlord a late charge equal to ten percent (10%) of such installment or \$100.00, whichever is greater.

Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses in light of the then-anticipated harm caused by such non-payment and is fair compensation to Landlord for its loss suffered by such late payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such late or nonpayment by Tenant nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

6.3 In addition to the foregoing Base Rent, all other payments or fees to be made by Tenant under this Lease, including any applicable sales tax, shall be deemed to be and shall become additional rent ("Additional Rent") hereunder notwithstanding whether or not the same be designated as such and be due and payable upon demand or with the next monthly installment. If Landlord shall pay any monies or incur any expenses, including attorney's fees and costs, in connection with the enforcement of any violation of any covenant, undertaking, obligation or agreement of Tenant as set forth in, and due by Tenant, under this Lease, the amounts so paid or incurred, shall be considered Additional Rent payable by Tenant with the next installment of rent thereafter to become due and payable and may be collected or enforced as by provided law with respect to payment of rent. Landlord shall have same remedies for failure to pay Additional Rent as for nonpayment of Base Rent.

6.4 Insurance Rent. As Additional Rent, Tenant agrees to pay to Landlord, with payment to be made simultaneously with the respective monthly payments of Base Rent, 1/12th of Tenants Proportionate Share (hereinafter defined as a fraction, the numerator being the square footage of the Demised Premised and the denominator being the square footage of leasable space in the Plaza) of the aggregate amount of insurance premiums for the then current Lease year for insurance provided by Landlord covering all buildings and improvements in the Plaza, provided however, that should Landlord cease to provide insurance for any portion of the Plaza then Tenant's Proportionate Share for purposes of Insurance Rent shall be defined as a fraction, the numerator being the square footage of the Demised Premises and the denominator being the square footage of the insured leasable space. The initial Proportionate Share is set forth on the Lease Face Page. Such insurance shall include liability insurance, casualty insurance for fire and extended coverage rental value, rent insurance, errors and omissions, extended windstorm coverage, environmental, and other insurance, with reasonable deductibles. Landlord shall have absolute discretion as to the types of coverage and the limits of each policy, however, Landlord shall carry full replacement value insurance on the Demised Premises and the building of which it is a part.

The minimum amount of insurance rent due per month upon the Demised Premises shall be included in the Est. Common Area Operating Expenses as defined and set forth on the Lease Face Page(s).

6.5 Common Area Maintenance. See Section 8 hereof.

6.6 Real Estate Taxes. See Section 9 hereof.

6.7 The above Paragraphs 6.4, 6.5, and 6.6 shall be collectively referred to as the "Common Area Operating Expenses".

6.8 Tenant shall promptly pay all Base Rents, Additional Rents, and other charges and render all statements herein prescribed at Landlord's Address, as set forth on the Lease Face Page(s) hereof, or to such other person or corporation, and at such other place as may be designated from time to time by Landlord in writing.

6.9 Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that Landlord shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business and the Landlord shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the Parties during the Lease Term shall at all times be solely that of Landlord and Tenant.

6.10 Security Deposit. Landlord acknowledges receipt, subject to clearance if by check, from Tenant of an amount (as specified on Lease Face Page(s)) as the Security Deposit, such amount as partial consideration for Landlord to enter into this Lease, and which is to be held as collateral security for the payment of any rentals and other sums of money payable by Tenant under this Lease and for the faithful performance of all other covenants and agreements of Tenant hereunder; amount of said Security Deposit without interest to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, performed all such covenants and agreement and left Demised Premises in same physical condition as when Tenant first occupied Demised Premises, normal wear and tear excepted, and has made no modifications requiring a building permit without first obtaining such permit and consent of Landlord. Further, Tenant acknowledges that its failure to return the key(s) to the Demised Premises and/or the mailbox (if applicable) will result in a \$50.00 deduction from the Security Deposit. Upon any default by Tenant hereunder, after expiration of any applicable notice or cure period set forth herein, all or part of said Security Deposit may at Landlord's sole option, be applied on account of such defaults, and thereafter Tenant shall promptly restore the resulting deficiency in Security Deposit. Tenant hereby irrevocably waives the benefit of any provision of law requiring such Security Deposit to be held in escrow or by a third party, and said Security Deposit shall be deemed to be the property of Landlord and may be co-mingled by Landlord (with its own funds). In the event that Landlord's interest in the Demised Premises be sold, Landlord may deliver or merely credit the funds deposited hereunder by Tenant to the purchaser of Landlord's interest; and, thereupon, Landlord shall by virtue of such circumstance and these terms fully, finally, and absolutely be discharged from any further liability with respect to such Security Deposit; and this provision shall also apply to the benefit of any and all other deposits; and this provision shall also apply to the benefit of any and all subsequent transferees. Tenant agrees that Tenant will look solely to the Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit, and not in any event to any mortgagee who has assumed Landlord's position, either by mortgagee in possession, foreclosure or the acceptance of a deed in lieu thereof, unless said mortgagee shall have first in writing actually acknowledged receipt of that specific Security Deposit. Tenant further agrees that Security Deposit cannot be used as last month's rent.

6.11 In the event any payments to Landlord are returned for insufficient funds or otherwise not paid by Tenant's bank, such event shall constitute an Event of Default by Tenant and, at Landlord's option,

in addition to the remedies provided in Section 6.2 hereof with respect to late rent, Tenant shall pay an overhead charge of the greater of \$25.00 if the face value of the check does not exceed \$50.00, \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or five percent (5%) of the face value, whichever is greater (or in the case of the Security Deposit being returned, this Lease shall at the sole option of the Landlord be declared immediately null and void and have no further force or effect). Provided any payment is returned for insufficient funds or otherwise not paid by Tenant's bank, all payments due under this Lease shall be made at Landlord's option, in cash or by cashier's check issued by a national banking association.

6.12 The Base Rent shall be adjusted as follows (each "Lease Year" shall be three hundred and sixty five (365) days long (except for (a) leap years which shall be 366 days long), (b) the first "Lease Year" shall commence on the Beginning Date, and (c) in the event that the Rent Commencement Date is any day other than the first day of a calendar month, then the first Lease Year shall include the balance of said calendar month plus twelve (12) months thereafter):

<u>Lease Year</u>	<u>Monthly</u>	<u>Annual</u>	<u>Per SF</u>
1-2*	\$26,250.00	\$315,000.00	\$45.00
3	\$27,416.67	\$329,000.04	\$47.00

Thereafter, Base Rent shall increase by three percent (3%) per annum on each anniversary of the Beginning Date through the expiration of the initial Term of this Lease.

\*As set forth on the Lease Face Page, Base Rent shall abate by fifty percent (50%) for the first six (6) months following the Rent Commencement Date.

6.13 If any part of the Base Rent, Additional Rent or other money payments due hereunder shall remain due and unpaid for fifteen (15) days next after same shall become due and payable on two (2) or more occasions during the Lease Term, Tenant shall, at Landlord's request, pay to Landlord a sum equal to one (1) month's rent for each late period thereafter, which said sum shall be received and held by the Landlord as additional security deposit as described herein.

6.14 Tenant's obligation to pay rents and other amounts due hereunder are covenants independent of Landlord's obligations hereunder.

6.15 Gross Sales Reports. Tenant shall deliver to Landlord true, correct and complete statements of its Gross Sales no later than fifteen (15) days after the end of each calendar month. "Gross Sales" shall mean all receipts on account of sales made, or services rendered, to customers on or from the Premises including all receipts from licensees or concessionaires, deducting the following to the extent they were included in gross receipts: allowances, returns, refunds, credits, sales or excise taxes, service charges and finance charges.

## 7. UTILITIES SERVICES.

In addition to all rents herein specified, Tenant shall pay, if directly billed, as and when they shall be due and payable, all water bills, meter charges, sewer charges, garbage charges, and utility charges such as, but not limited to, electric or others, consumed within the Demised Premises. Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Within 30 days after billing, Tenant shall reimburse Landlord for the costs to repair and/or replace any and all utilities and/or utility lines located outside the Premises to the extent that any damage to same is caused by Tenant, its employees, agents and/or contractors. In the event Tenant shall fail to make the payments, Landlord shall

have the rights as if Tenant had failed to pay the rent hereunder. If Tenant is not directly billed, Tenant agrees to pay its Proportionate Share as provided herein, defined as “the numerator being the square footage of the Demised Premises and the denominator being the total square footage of the Plaza (less tenants which are either separately billed by the city or separately metered by the Landlord)”, or at Landlord’s sole discretion Landlord may install a submeter for the Demised Premises in which event Tenant shall be billed based on its actual usage at rates charged to Landlord by the applicable utility company.

## **8. COMMON AREAS.**

8.1 The term “Common Areas” refers to all areas within the exterior boundaries of the Plaza which are now or hereafter made available for general use, convenience and benefit of Tenant and other persons entitled to occupy floor area in the Plaza, including, without limiting the generality of the foregoing, automobile parking areas, including any parking structures, entrances and exits thereto, employee parking areas, truck ways, service courts, loading docks, stairways, driveways, open or enclosed malls, sidewalks, landscaped and planted areas. Landlord shall have the right, from time to time, to change the area, level, location, amount and arrangement of such parking areas and all other facilities referred to above, to restrict parking by Tenants and their employees to employee parking areas, and to make all rules and regulations pertaining to and necessary for, in Landlord's sole judgment, the proper operation and maintenance of said Common Areas. Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles.

Tenant and its employees and invitees are, except as otherwise specifically provided in the Lease and the Access Easements described in Section 44 of this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term.

8.2 Commencing on the Rent Commencement Date, as Additional Rent, Tenant agrees to pay to Landlord, with payment to be made simultaneously with the respective monthly payments of Base Rent, 1/12th of the Tenant's Proportionate Share of the total annual Common Area Maintenance of the Plaza, provided however, that should Landlord cease to provide common area maintenance for any portion of the Plaza, then Tenant's Proportionate Share for purposes of Common Area Maintenance shall be defined as a fraction, the numerator being the square footage of the Demised Premises and the denominator being the square footage of the leasable space for which Landlord provides Common Area Maintenance. The initial Proportionate Share is set forth on the Lease Face Page. Landlord may choose at any time during this Lease whether to change Tenants contribution towards Est. Common Area Operating Expenses to a charge arrived at by using the calculation outlined in Paragraph 8.3. For the purpose of this paragraph and paragraph 6.5 herein, Plaza operating expenses shall mean the total cost and expense incurred in operating and maintaining the Common Areas as defined above, excluding only any items of expense, if any, attributable to principal and interest payments in respect of Landlord's mortgage financing, and specifically including but not being limited to: gardening and landscaping, repairs of all kinds, painting, facade maintenance, exterior and demising wall repairs, roof repairs, sanitary control, trash, rubbish, garbage and other refuse removal and services, management fees, security systems and services (excluding those security systems servicing individual Tenants), resurfacing and re-striping of parking areas, sweeping and janitorial services, maintenance and repair of sidewalks, curbs, and Plaza signs, sprinkler systems, lighting, maintenance and repair of any fire protection systems servicing the Common Areas, storm drainage systems, electrical expenses, energy expenses, the reasonable cost of marketing and/or promoting the Plaza for the benefit of the tenants, the cost of on-site personnel to implement such services, any governmental imposition or surcharge imposed upon Landlord or assessed against any portion of the Common Areas, Landlord’s ground rent paid pursuant to the Master Lease, plus an administrative fee of fifteen percent (15%) of the foregoing operating costs. Nothing contained herein shall be construed to obligate Landlord to provide any such or differing items.

8.3 The foregoing estimated monthly charge may be adjusted by Landlord at the end of any calendar year on the basis of Landlord's experience and reasonably anticipated costs. Within ninety (90) days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the calendar year just expired, prepared by an authorized representative of Landlord, showing the total of the expenses in connection with said Common Areas, the amount of Tenant's share of the expenses in connection with said Common Areas for such period and the payments made by Tenant with respect to such period as set herein. If Tenant's share of expenses in connection with said Common Areas exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If said payments exceed Tenant's share of the expenses in connection with said Common Areas, Tenant shall be entitled to offset the excess against succeeding Additional Rent payments to become due Landlord as set forth herein.

Within three hundred and sixty five (365) days following delivery to Tenant of such statement, Tenant shall be afforded the opportunity, upon thirty (30) days prior written notice from Tenant, during reasonable business hours, and at Landlord's office only, to review Landlord's books and record. In the event Tenant's audit indicates an excess charge in Landlord's statement and Landlord does not reasonably disagree with the results of Tenant's audit, then, Landlord shall reduce the sums due and payable by such amount. In the event there is a dispute between Tenant and Landlord with regard to the results of Tenant's audit, such dispute shall be submitted to arbitration by a panel of three (3) accountants pursuant to the rules and regulations promulgated by the American Arbitration Association. The determination made by such arbitration panel shall be final and binding upon the parties. Should Tenant fail to review Landlord's books and records and dispute Landlord's statement and deliver reasonable proof of error within said three hundred and sixty five (365) day period, then Tenant shall be deemed to have forever waived its rights to object to said Landlord's statement.

8.4 Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Demised Premises. Furthermore, Landlord specifically reserves the right to require Tenant, or any other tenant in the center, to pay for trash removal services directly to the company or entity supplying same, and/or to contract directly for trash removal services with a company or entity selected or approved by Landlord.

## **9. TAXES.**

9.1 Commencing on the Rent Commencement Date, as Additional Rent, Tenant agrees to pay to Landlord, with payment to be made simultaneously with the respective monthly payment of Base Rent, 1/12th of the Real Estate Taxes and assessments by all tax authorities and all other governmental agencies for the separate tax parcel upon which the Premises is located (including the fee interest, the leasehold interest, and otherwise). Taxes and assessments for any partial year of the term hereof shall be prorated on a time basis. Landlord may adjust the minimum estimated monthly payment at the end of each calendar year on the basis of Landlord's experience and reasonably anticipated costs. Within ninety (90) days following the end of each calendar year, or at Landlord's option, each tax year, Landlord shall furnish Tenant a statement covering the year just expired showing the total of such tax payable by Tenant for such year and the payments made by Tenant with respect to such period as set forth above. If Tenant's share of expenses in connection with said taxes exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If said payments exceed Tenant's share of the expenses in connection with said taxes, Tenant shall be entitled to offset the excess against succeeding Additional Rent payments to become due Landlord as set forth herein.

9.2 Tenant shall pay Landlord any and all sales or use tax or excise tax imposed or levied against any charge or payment required under this Lease to be made by Tenant which has been imposed or levied on or against the same by any governmental agency having or purporting to have, jurisdiction thereover.

9.3 Should Landlord contest any real estate taxes or assessments, then Tenant shall pay its proportionate share of the reasonable costs incurred by Landlord with respect to such contest, including reasonable attorney fees (the "Contesting Costs"). Should any taxes or assessments be reduced as a result of such contest, then Tenant's Proportionate Share of taxes and assessments due for the corresponding period shall be based on the reduced charges plus the Contesting Costs.

## **10. REPAIRS.**

10.1 Tenant agrees at all times, from and after substantial completion of the Demised Premises, at its own cost and expense, to repair, replace and maintain in good and tenable condition the Demised Premises and every part thereof, (except that portion of the Demised Premises to be maintained by Landlord as hereinafter provided), and including without limitation the utility meters, pipes, backflow preventer, conduits, all fixtures, heating ventilating and air conditioning ("H.V.A.C.") equipment serving the Demised Premises and other equipment therein, including any equipment installed by Tenant or Landlord which is a part of said system, the store front plate glass, all Tenant signs, locks and closing devices, and all window sash, casement or frames, doors and door frames, all floor coverings, and all such items of repair, maintenance, alteration and improvement or reconstruction as may at any time or from time to time be required by a governmental agency having jurisdiction thereof. Tenant shall contract with a service company for the maintenance of the H.V.A.C. equipment as further provided in Section 10.4 below.

All glass, both exterior and interior, is at the sole risk of Tenant, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality, unless caused by Landlord or its agents', contractors' or employees' gross negligence. If Tenant refuses or neglects to make repairs and/or maintain the Demised Premises, or any part thereof, in a manner reasonably satisfactory to Landlord and as required hereunder, Landlord shall have the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event the cost of such work, plus ten percent (10%) administrative costs, shall be paid by Tenant as Additional Rent promptly upon receipt of a bill therefore. Upon any surrender of the Demised Premises, Tenant shall redeliver the Demised Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted.

10.2 Tenant agrees to permit Landlord and/or authorized representatives to enter the Demised Premises at all times during usual business hours upon no less than 24 hours' prior notice for the purpose of inspecting the same. Tenant further covenants and agrees that Landlord or any authorized representative may enter Demised Premises at any time in order to make any necessary repairs to the Demised Premises and perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Insurance Services Offices or of any similar body or (ii) that Landlord may deem necessary to perform remodeling construction or other work incidental to any portion of the Plaza, including without limitation the demised premises of another Tenant. Nothing herein shall imply any duty on the part of the Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. No exercise by Landlord or any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent. In the event Landlord makes or causes any such repairs to be made or performed, as provided for herein, Tenant shall pay the cost thereof to Landlord, plus ten percent (10%) as Additional Rent promptly upon receipt of a bill therefore, except for that work as provided in subparagraph (ii) above which will be at the sole cost and expense of Landlord.

10.3 Landlord shall make necessary structural repairs to the Exterior Walls (as defined below), to the roof, foundations, load bearing walls, plumbing, pipes and conduits located outside of the Demised Premises and in the Common Areas, and Landlord shall perform, or cause to be performed, necessary exterior painting and underground utility repairs. Landlord shall not be required to make any repairs where same were made necessary by any act, omission, or negligence of Tenant, or its employees, agents, invitees,

or contractors, or by fire or other casualty or condemnation except as provided elsewhere in this Lease. "Exterior Walls" shall mean all exterior walls of the Demised Premises and the Plaza but shall not be deemed to include store front or store fronts, plate glass, window cases or window frames, doors or door frames, security grilles or similar enclosures. Exterior Walls shall not be included in the definition of Demised Premises and shall be considered Landlord's property at all times during the Lease Term. In addition, Landlord shall not be required to make any repairs (or replacements) to any items specifically identified in Section 10.1 of this Lease. Should Tenant inform Landlord of the need for certain Landlord repairs, and should a subsequent investigation by Landlord and/or its agents and/or contractors reveal that Tenant is actually responsible for such repairs pursuant to the terms of this Lease, then Tenant shall reimburse Landlord for Landlord's actual costs and expenses incurred in examining the Demised Premises and/or the Plaza and/or in performing such repairs; and in such event Landlord shall deliver to Tenant a copy of the bill or bills for such examination and/or repairs and Tenant shall reimburse Landlord within ten (10) days of receipt of such bill(s).

10.4 Heating and Air Conditioning Unit(s): As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State in which the Demised Premises is located, which firm shall:

- (1) Regularly service the air conditioning unit(s) on the Demised Premises on a monthly basis, changing belts, filters, and other parts as required.
- (2) Perform emergency and extraordinary repairs on the air conditioning unit(s).
- (3) Keep a detailed record of all services performed on the Demised Premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than the Beginning Date and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this Lease.

## **11. TENANT'S RIGHT TO MAKE IMPROVEMENTS.**

Tenant covenants and agrees that it shall not make any Tenant Improvements upon the structure of the Demised Premises during the Lease Term unless such improvements are made subsequent to receiving written consent of the Landlord, which consent may be withheld in the absolute discretion of the Landlord, except that Tenant Improvements to the exterior of the structure shall also require written consent of the Master Lessor, which consent may not withheld in the absolute discretion of the Master Lessor. In the event of such Landlord and/or Master Lessor approval, Tenant shall be entitled to make such Tenant Improvements to the structure of the Demised Premises during the Lease Term if (i) such Tenant Improvements are made pursuant to plans and specifications approved by all governmental and quasi-governmental agencies having jurisdiction thereof (including the Master Lessor and the United States Federal Aviation Authority (FAA), if appropriate), (ii) such work is performed in a good and workmanlike manner, free and clear of all liens, claims and encumbrances, and (iii) such work is made in accordance with Exhibit C attached hereto. In addition, Tenant shall deliver to Landlord and Master Lessor true and complete copies of the approved plans and specifications associated with any such Tenant Improvements simultaneous with obtaining such approval from the governmental agency having jurisdiction.

Provided Tenant is in good standing under this Lease, and has performed and complied with all of the terms, covenants and conditions hereof, and no event has occurred that with the passage of time and/or

the giving of notice would result in a default hereunder, Tenant shall be entitled to make nonstructural alterations, improvements or additions to or upon the Demised Premises during the Lease Term if (i) such nonstructural alterations, improvements or additions are made pursuant to plans and specifications approved by all governmental and quasi-governmental agencies having jurisdiction thereof, (including the Master Lessor and the United States Federal Aviation Authority), if applicable, and approved by Landlord, such Landlord approval not to be unreasonably denied; (ii) such work is performed in a good and workmanlike manner, and in compliance with all applicable local, county, state, or federal building codes and FAA requirements and will be consistent with the Master Lease, free and clear of all liens, claims and encumbrances and (iii) such work is made in accordance with Exhibit C attached hereto. In addition, if applicable, Tenant shall deliver to Landlord and/or Master Lessor true and complete copies of the approved plans and specifications associated with any such alterations, improvements or additions simultaneous with obtaining such approval from the governmental agency having jurisdiction, including the Master Lessor and the United States Federal Aviation Authority, if applicable.

All Tenant Improvements shall remain upon the Demised Premises and at the expiration or earlier termination of this Lease, shall become the property of Landlord unless Landlord shall, prior to the termination of this Lease, have given written notice and direction to Tenant to remove the same at Tenant's sole cost and expense, in which event Tenant shall at its own expense remove such Tenant Improvements and restore the Demised Premises to the same good working order and condition in which it was at the commencement of the Lease term. Should Tenant fail so to do, Landlord may do so, at Landlord's option, collecting in such instance the cost and expense thereof, plus ten percent (10%) administrative costs, from the Tenant as Additional Rent.

Further, in the event that Tenant Improvements are made or other changes to the Demised Premises which require governmental permits, without Tenant having first obtained said permits and then obtaining all necessary governmental inspections and approvals to close out said permits, then Tenant shall be liable to Landlord for all damages incurred by Landlord including but not limited to architect/engineering costs, contractor costs, permit and other governmental fees, and lost rent of future tenants during permitting, construction and/or inspection, and this obligation and liability shall survive the expiration and/or earlier termination of the Lease.

## **12. AFFIRMATIVE COVENANTS OF TENANT.**

### TENANT AGREES:

12.1 To comply with any and all requirements of the Master Lease, the Boca Raton Airport Authority, and any other the constituted public authorities having, or purporting to have jurisdiction and with the terms of any State, Federal, or local statute, ordinance, or regulation applicable to Tenant or its use of the Demised Premises and to save and hold Landlord harmless from, and by these terms to indemnify Landlord for all penalties, fines, costs, expenses or damages, including, without limitation, Landlord's reasonable attorney's fees resulting from Tenant's failure to do so, and

12.2 To give Landlord prompt written, full, complete, and specific notice of any accident, fire damage, or injury whatsoever occurring in, on or to the Demised Premises, and

12.3 That all loading and unloading of goods shall be done only at such times and in the areas and through such entrances as may be designated for such purposes by Landlord and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Plaza whether loaded or unloaded, and

12.4 To keep all garbage and refuse in the kind of container specified by Landlord or garbage service designated by Landlord, and to place the same outside of the Demised Premises prepared for

collection in the manner and at the times and places specified by Landlord or garbage service in accordance with all regulations of the public authorities having, or purporting to have, jurisdiction, and

12.5 To keep outside areas adjoining the Demised Premises clean and not to burn, place or permit any rubbish, obstruction, tables, chairs or merchandise in such areas, and

12.6 To keep the Demised Premises clean, orderly, sanitary and free from objectionable odors, and from insects, vermin and other pests and, with affirmative action, not to permit any usage or possession of any illegal substance in, on or upon the Demised Premises. If Tenant is a nail salon or otherwise generates odors from the Demised Premises, then in addition to all other requirements contained in this Lease, Tenant shall use all available methods to prevent the emanation of odors into the adjacent stores throughout the Lease Term, including but not limited to adequate ventilation (which, as a condition of this Lease must be installed prior to Tenant's opening for business), and (to the extent available) the use of odorless products. Tenant's ventilation plans must be provided to Landlord prior to Tenant's opening for business and are subject to Landlord's approval. Failure by Tenant to obtain Landlord's approval shall be deemed an Event of Default by Tenant hereunder. Further, Landlord's approval of said ventilation plans does not constitute a waiver of Landlord's future rights to enforce the provisions of this or any other applicable paragraph in this Lease (i.e. it shall be Tenant's obligation to ensure that no odors emanate from the Demised Premises into adjacent stores, regardless of Landlord's approval of Tenant's ventilation plans), and

12.7 To require Tenant's principals and Tenant's employees to park their cars only in those portions of the parking areas that may be designated for that purpose by Landlord and that, if Tenant or Tenant's principals or employees violate this provision two (2) or more times in any twelve (12) month period during the Lease Term, Landlord shall first give Tenant written notice of Tenant's violation of this provision, and thereafter, Tenant shall pay Landlord Ten dollars (\$10) per day per car in each such instance. Landlord, also at its option, may have the car towed and Tenant shall be responsible for all costs involved. If in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Demised Premises, Tenant, upon demand of Landlord, shall enforce such rights against all such unauthorized persons by appropriate proceedings, and

12.8 To keep Tenant's display windows, including window or shadow boxes, in or on the Demised Premises dressed, clean and illuminated and its signs and exterior lights well lighted and clean at all times during the Lease Term during the Plaza's hours of operation ("Hours of Operation") and to keep the Demised Premises open for business during Hours of Operation and for such additional hours as Tenant may desire, and

12.9 To initially open and continuously operate (except for holidays when the center is closed) one hundred percent (100%) of the Demised Premises, maintaining a full staff of employees and a full and complete stock of merchandise, and if Tenant ceases such operations for a period in excess of thirty (30) days, except on account of casualty, condemnation or bona fide, periodic renovation, then Landlord may terminate this Lease upon thirty (30) days notice to Tenant.

12.10 To conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards of store operation, and

12.11 To comply with all reasonable rules and regulations of the Master Lessor and Landlord in effect at the time of the execution of this Lease and at any time or times and from time to time promulgated by Landlord, which Landlord in its reasonable sole discretion shall deem necessary or appropriate in connection with the Demised Premises, or the building(s) or the Plaza, and

12.12 The Tenant shall forthwith pay all liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character and that Tenant does hereby

indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including all attorney's fees of Landlord incurred in and about the prosecution or defense of any suit in discharging the Demised Premises and, alternatively, the Plaza or any part or portion thereof from any liens, charges, judgments, or encumbrances caused or suffered to be caused, directly or indirectly, by Tenant, and that all the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent; Tenant acknowledges and agrees that (a) any Tenant Improvements to the Demised Premises to be performed by Tenant are per Tenant's desire only, and (b) although Landlord may consent to said Tenant Improvements, Landlord in no way requires that said Tenant Improvements be completed unless it is specifically provided herein that said Tenant Improvements are required by Landlord as a condition to this Lease and that an Event of Default shall be deemed to occur by Tenant for failure to complete same, and (c) Landlord's requirement that Tenant open for business shall not be deemed as a requirement to complete any of Tenant Improvements, and (d) Tenant is not in any way acting as Landlord's agent as to said Tenant Improvements, and Landlord shall not be deemed to have received any notices to Tenant unless Landlord shall have actually received a copy of said notice directly from the notifying party. Tenant shall give notice of the foregoing provisions to all parties contracting with Tenant who may otherwise claim potential lien rights against the Demised Premises, and

12.13 Pursuant to Florida Statutes 713.10, it is the intent of the parties hereto that Landlord's interest in the Leased Premises shall not be subject to any liens filed because of or arising from Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Leased Premises. Nothing contained in this Lease shall be construed to confer upon any party, including without limitation, materialmen and contractors, the right to file a mechanic's or materialmen's lien or other lien or any claim related thereto, nor to perform any labor or to furnish any materials for the account of Landlord in respect to the construction of any improvements, alterations or repairs to the Leased Premises or the Shopping Center by Tenant, its employees, agents or contractors. Neither Tenant nor anyone claiming by, through or under Tenant shall place any mechanic's lien of any kind or character on the Demised Premises and notice is hereby given that no contractor, subcontractor or anyone else that may furnish any material, service or labor to the Demised Premises, at any time, shall be, or become, entitled to any lien thereon whatsoever. Tenant shall provide notice of this restriction in advance to any and all contractors, subcontractors, or other persons, firms or corporations that may furnish any such material, service or labor to the Demised Premises. Landlord shall have the right to record a notice of the following provision in the public records of the county in which the Demised Premises is located, to wit:

"All persons to whom these presents may come are put upon notice of the fact that Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or any portion of the Plaza to any mechanics' or materialmen's lien or liens of any kind. All persons who may hereafter, during the continuance of this Lease, furnish work, labor, services or materials to the Demised Premises, or any portion of the Plaza upon the request or order of Tenant, or any person claiming under, by or through Tenant, must look wholly to the interest of Tenant and not to that of Landlord.

Tenant shall not permit or suffer to be filed or claimed against the Demised Premises or any portion of the Plaza during the continuance of this Lease any lien or liens of any kind arising out of the action of Tenant; and if any such lien be claimed or filed, Tenant covenants, within the time now about to be limited, to cause the Demised Premises and the Plaza to be released from such claim or lien ("Claim"), either through the deposit into court pursuant to statute of the necessary sums of money, or in any other way which is competent legally to effect the release ("Release") of the Demised Premises and the Plaza from the Claim. The time within which Tenant must affect such Release of the Demised Premises and/or the Plaza, as aforesaid, is as follows:

- (1) If the Claim shall have been evidenced through the giving of a written notice of lien claim, and if such notice be filed amongst the Public Records of the County in which the Demised

Premises is located then Tenant shall affect such Release from such Claim within thirty (30) days after the time when such Claim shall have been filed amongst the Public Records.

- (2) If the Claim be evidenced, without notice having been given as aforesaid, through the filing of a suit in any court having jurisdiction of the subject matter, in which suit the Claim is asserted and sought to be enforced, then Tenant must effect the Release within ten (10) days after the time when service of process shall have been completed against Tenant or Landlord in the suit.

In the event that the Tenant shall violate the terms and provisions of this paragraph, such violations shall constitute an immediate Default under this Lease.", and

12.14 To warehouse, store, and/or stock in the Demised Premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail, in, from or upon the Demised Premises (but that the foregoing shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant not located in the Plaza) and that Tenant shall use for office, clerical or other non-selling purposes only such limited space in the Demised Premises as is from time to time reasonably required for Tenant's business in the Demised Premises (unless Tenant's primary use is as an office), and

12.15 To be responsible for and to pay before delinquency all municipal, county or state taxes, assessments, license fees assessed or imposed during the Lease Term against any leasehold interest, trade fixtures, merchandise or personal property of any kind, owned or placed in, upon or about Demised Premises by Tenant, and

12.16 To comply fully with all fire, safety and handicap codes, rules, and regulations, in effect from time to time during the Lease Term, of the public authorities having or purporting to have jurisdiction and to install, keep, and maintain at Tenant's cost and expense any and all systems, equipment and the like or differing required by any of the same, including without limitation, the installation of such fire extinguishers and other safety equipment as Landlord may reasonably require. Notwithstanding the foregoing, the Landlord shall be liable for any such compliance regarding the Americans with Disabilities Act with regard to all aspects of the Plaza outside of the Demised Premises, and similarly, Tenant shall be responsible for such compliance within the Demised Premises. Tenant further agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer that shall impose any duty upon Tenant with respect to the use of the Demised Premises.

Tenant shall and hereby does indemnify Landlord and save it harmless from and against any and all claims, causes of action, actions, damages, liabilities and expenses, including without limitation reasonable attorney fees and costs, in connection with or arising out of or relating to (a) Tenant's failure to comply with any and all federal, state and local laws and ordinances within the Demised Premises, or (b) Tenant's failure to comply with the Americans With Disabilities Act within the Demised Premises. Tenant shall at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this paragraph, and

12.17 That upon the sale or exchange of the Plaza, not to look to the original Landlord for accountability for or return of any security deposit, unless said sums were not turned over to new owner of Plaza, and

12.18 That it shall, and hereby does by these terms fully absolutely and unconditionally subordinate its rights hereunder to the lien of a mortgage(s), now or hereafter placed against Landlord's or its successor's interest, and alternatively, any or all the buildings now or hereafter built in the Plaza by Landlord and to any and all advances without limitation, made or to be made thereunder and to the interest thereon and to all renewals, modifications, substitutions, replacements, consolidations and extensions

thereof and future advances thereunder and in the event of the sale, transfer or assignment of Landlord's interest in the Demised Premises, or all or any portion of the Plaza, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage on the Demised Premises or the Plaza, at the option of the mortgagee the Tenant shall attorn to the respective transferee, assignee or purchaser and recognize such party as Landlord under this Lease (to the extent applicable). Tenant further agrees that upon demand by Landlord that it shall enter into and execute a subordination and attornment agreement. Further, Tenant will from time to time promptly execute upon demand and without charge such documents and instruments in such form and substance as Landlord or its mortgagees or its other lenders may require implementing further, the foregoing subordination and attornment agreement. If Tenant fails to execute and deliver any such documents or instruments within ten (10) days after written request therefore, at Landlord's option, such shall be considered to be an Event of Default by Tenant under this Lease. Further, in the event Tenant fails to timely execute and deliver same to Landlord, then, in that event, Tenant irrevocably constitutes and appoints Landlord with an irrevocable power as Tenant's special attorney in fact to execute and deliver any such documents or instruments, with such power coupled with an interest; and

12.19 To notify Landlord in writing immediately upon any signs of mold or mildew becoming visible and/or otherwise apparent in the Demised Premises, including but not limited to water stains on ceiling tiles and/or discoloration of walls. In the event that such mold or mildew is caused by any acts or omissions of Tenant, its employees, contractors and/or agents, including but not limited to a failure to comply with Tenant's maintenance, repair and/or replacement obligations under this Lease, then Tenant shall immediately remedy said acts and/or omissions and shall be liable to Landlord for the consequences of said acts and/or omissions. In the event Tenant fails to immediately notify Landlord upon any signs of mold or mildew, such shall be considered an Event of Default by Tenant hereunder; and

12.20 To carry all applicable insurance as required under Section 16 hereinafter; and

12.21 To comply with all Rules and Regulations set forth on Exhibit "D" attached hereto.

12.22 That it hereby represents and warrants to Landlord that it is currently and will at all times during the Lease Term be in compliance with any and all applicable laws and regulations concerning its organization, good standing, existence and qualification with respect to the transaction of its business. Tenant further represents that the undersigned is authorized to execute this Lease on behalf of Tenant and that the Tenant will deliver and perform all obligations under the Lease.

### **13. NEGATIVE COVENANTS OF TENANT.**

Tenant agrees that it will not do any of the following without the express, specific prior consent in writing from the Landlord, at Landlord's sole and absolute discretion:

13.1 Use or operate any machinery or equipment that, in Landlord's reasonable opinion, is harmful to the building or disturbing to other tenants in the building or the Plaza of which the Demised Premises is a part; nor shall Tenant use any loudspeakers, televisions, phonographs, radios or other like or differing devices in a manner so as to be heard outside of the Demised Premises, or display or store merchandise on the exterior of the Demised Premises either for sale, promotion or other purpose, and/or

13.2 Do, or suffer to be done, any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building or Plaza of which the Demised Premises is a part shall become void or suspended, or whereby the same shall be rated at a more hazardous risk than at the date when Tenant received possession hereunder; in case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increases of premiums on insurance carried by Landlord on the Demised Premises, or any part thereof, and

on the building and Plaza of which the Demised Premises is a part caused by the occupancy or use of Tenant, and/or

13.3 Attach any awnings, antenna or other projections to the roof or the Exterior Walls of the Demised Premises of the building or Plaza of which the Demised Premises is a part, and/or

13.4 Conduct any auction, bankruptcy, liquidation, selling-out or like sale, in or about the Demised Premises, and/or

13.5 Execute or deliver any security interest in any trade fixtures, furniture, fixtures, equipment, or other property placed in or on the Demised Premises. Notwithstanding the foregoing, however, in no event shall the Demised Premises, the Plaza or the land upon which such improvements are built upon be subordinate or inferior to any leasehold mortgage as aforementioned. In that regard, Tenant, and its leasehold mortgagee, shall be obligated to execute any and all documents reasonably necessary by Landlord or its mortgagee to confirm the superiority of such interests over that of the Tenant and any leasehold mortgagee as contemplated hereby, and/or

13.6 Solicit business or distribute any handbills or other advertising matter in the Common Areas of the Plaza including without limitation, sidewalks, pedestrian walkways, parking areas, and public pay phones within Common Areas, and/or

13.7 Operate vending machines, pinball machines or electronic games or similar devices within or without the Demised Premises, except solely for the exclusive use of Tenant's employees, and/or

13.8 Penetrate the roof of the Demised Premises without Landlord's prior written consent. Tenant shall be responsible for the repair of roof leaks caused by such penetration notwithstanding whether Tenant has obtained Landlord's prior written consent thereto, and/or

13.9 Enter into any Lease which would constitute a subletting of the Demised Premises, and/or

13.10 To handle, store or dispose of any hazardous or toxic waste or substance upon the Demised Premises which is prohibited by any federal, state or local statutes, ordinances or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic waste or substances on the Demised Premises.

#### **14. SIGNS.**

14.1 Tenant is required to place a sign on the building fascia above the storefront, unless the design and/or location of the Demised Premises are not conducive to the erection of same. Said sign shall be installed within the sooner of (a) the date Tenant opens for business in the Premises, and (b) ninety (90) days following the Beginning Date. Tenant shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the Exterior Walls, windows, or the outside of the Demised Premises or of the building or the Plaza of which the Demised Premises is a part without first obtaining Landlord's prior, specific written approval thereof; and Tenant further agrees to maintain each and every sign, lettering and the like as may be approved by Landlord in good condition, working order, and repair at all times, including but not limited to annual preventative maintenance to Tenant's exterior signage on the sign band/parapet wall/façade of the Premises, to include sealing and caulking all penetrations to ensure that the exterior signage is maintained in a 'water-tight' condition at all times, and should there be any water intrusion into such sign band/façade/parapet wall as a result of Tenant's sign, Landlord reserves the right (after written notice to Tenant and ten (10) days opportunity to fully cure) to remove and then reinstall Tenant's signage and make all necessary repairs to the said sign band/façade/parapet wall, including any wood beams or girders, in which event Tenant shall promptly

reimburse Landlord for all costs of all such work, including removal and reinstallation of Tenant's sign and Landlord will install the sign back in the condition that it was removed; and Landlord shall not be liable for any damages to Tenant's signage caused by such removal and reinstallation unless due to Landlord's gross negligence or intentional misconduct. If Tenant does not keep sign in good condition, working order and repair at all times, upon giving Tenant ten (10) days written notice of its election to do so, Landlord will have sign repaired and restored to good working order and invoice Tenant for all charges incurred, plus ten percent (10%) administrative costs, as Additional Rent. Upon request, Landlord shall deliver to Tenant the "Sign Criteria" acceptable to Landlord. Tenant agrees that Tenant's sign(s) shall comply with the contents of such Sign Criteria. If Tenant erects sign without proper written approval from Landlord, Landlord can remove sign and invoice Tenant for all costs incurred, plus ten percent (10%) administrative costs, and same shall become due as Additional Rent.

14.2 Notwithstanding anything contained in this Section 14 to the contrary, all Tenant signage shall be subject to the Boca Raton Airport Authority Sign Standards attached hereto as Exhibit K, all governmental, quasi-governmental and Master Lessor consents, approvals and permits as may be necessary in order to erect such sign. In that regard, Landlord makes no representation or warranty as to Tenant's ability to obtain such signage or the availability thereof for Tenant, provided Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, in filing any required applications for governmental approvals for signage (but not with respect to any variance). Unless otherwise instructed by Landlord, Tenant shall, upon the expiration or earlier termination of this Lease, remove its fascia sign(s) and repair all damage to the fascia at Tenant's sole cost and expense. The foregoing does not apply to so-called "box signs" which should remain affixed to the building. Should Tenant fail so to remove said sign and effect said repairs, Landlord may do so, at Landlord's option, collecting in such instance the cost and expense thereof, plus ten percent (10%) administrative costs, from the Tenant as Additional Rent or as a deduction from Tenant's Security Deposit.

## **15. DAMAGES TO DEMISED PREMISES.**

15.1 In the event of any damage or destruction to the Demised Premises at any time during the Lease Term (whether by casualty or condemnation), and Landlord elects to rebuild the Demised Premises or Plaza, as applicable, in order to enable the Tenant to occupy the Demised Premises in accordance with Exhibit B as contemplated hereby (including all Tenant Work, alterations, betterments, improvement, demolitions and/or additions made by Tenant but paid for by Landlord in accordance with Exhibit B), then, and in that event, Tenant shall repair or rebuild all Tenant Improvements in conformity with the requirements of this Lease, subject to the terms of Paragraph 15.4 hereof. Tenant Improvements shall have the same meaning ascribed to them as in Section 3.2 herein.

15.2 If the Demised Premises are rendered temporarily untenable as a result of any damage or destruction by fire or other casualty (unless caused by Tenant or its employees or agents' negligence or willful actions), the Base Rent and Additional Rent shall be equitably adjusted to the extent that the Demised Premises are tenable, and the Base Rent and Additional Rent shall be abated to the extent that the Demised Premises are untenable, for the period from the date of such damage or destruction until the earlier to occur of: (i) sixty (60) days following the date the Demised Premises are tendered to Tenant to repair Tenant Improvements; or (ii) Tenant opens for business in any portion of the Demised Premises.

15.3 If the Plaza or Demised Premises are substantially damaged or destroyed by fire or other casualty, then Landlord may terminate this Lease by giving Tenant notice ("Casualty Termination Notice") to such effect within one hundred twenty (120) days after the casualty causing such damage. Notwithstanding anything to the contrary herein, the Lease Term shall terminate and expire upon the thirtieth (30th) day after the Casualty Termination Notice is given and Tenant shall vacate the Demised Premises and surrender same to Landlord, on or before said date. The Demised Premises or the Plaza (whether or not the Demised Premises are damaged) shall be deemed substantially damaged or destroyed; (i) if the costs of repair and restoration after insurable casualty occurs is fifty (50%) percent or more of the

then full replacement cost of the Demised Premises or Plaza, as applicable; or (ii) if the cost of repair and restoration after any non-insurable casualty occurs is ten (10%) percent or more of the then full replacement costs of the Demised Premises or Plaza, as applicable.

15.4 If Landlord does not elect to terminate this Lease after a casualty, (a) Landlord shall repair or rebuild the Demised Premises or Plaza, or provide for the repair or rebuilding of the Demised Premises, as applicable, in order to enable Tenant to occupy the Demised Premises as provided in Exhibit B with reasonable dispatch after notice to it of the damage or destruction and the collection of the insurance proceeds attributable to such damage, and (b) Tenant shall restore the Demised Premises and diligently pursue the completion of such restoration in accordance with Exhibit C simultaneous with receipt of tender of possession of the Demised Premises from Landlord, subject to the terms of this Section 15.4. Further, all such work by Tenant shall be deemed Tenant Improvements for purposes of Paragraph 11.1 hereof. The proceeds of policies providing coverage for Tenant Improvements shall be held in trust by Tenant and utilized for the repair, rebuilding or restoration of the Demised Premises. Tenant's obligations hereunder shall include the application of any deductible under the policy insuring the Tenant Improvements towards the repair or restoration of the Demised Premises. Notwithstanding the foregoing, in the event any action or omission by, through or under Tenant results in the denial of coverage by such insurance company, then the condition regarding receipt of insurance proceeds shall not be applicable and Tenant shall be obligated to repair, rebuild or restore the Demised Premises irrespective of the availability of such insurance proceeds.

## **16. INDEMNIFICATION, PUBLIC LIABILITY AND OTHER INSURANCE.**

16.1 Tenant shall and hereby does indemnify, defend and hold harmless Landlord, the Master Lessor, the property manager, and their respective agents, affiliates, employees, partners, members, parent companies, subsidiaries, and related entities (collectively, the "Indemnified Parties") from and against any and all claims, causes of action, action, damages, liability and expense including, without limitation, reasonable attorney's fees in connection with any and all of loss of life, personal injury and damage to property occurring in or about, or arising out of or relating to, directly or indirectly in any manner whatsoever, the Demised Premises occasioned wholly or in part by any actual or alleged negligent act or omission of Tenant, its agents, contractors, customers, principals, directors, officers, or employees.

16.2 Tenant shall at all times during the Lease Term keep and maintain in full force and effect at its sole cost and expense broad form comprehensive general public liability insurance with companies reasonably acceptable to Landlord sufficient to cover such indemnification and naming as insured Landlord, the Boca Raton Airport Authority, and Tenant with minimum limits of one million and 00/100 dollars combined single limit bodily injury and property damages liability, as the result of any one accident, occurrence or disaster, and Tenant shall promptly deposit a copy of the original policy or policies or certificates of such insurance with Landlord evidencing such coverage. Such policies will be primary and non-contributory to any other policies available to the Indemnified Parties. Further, if, as and to the extent acceptable to Landlord's mortgagee, if any and from time to time, Tenant may carry such insurance under blanket policies.

16.3 Tenant shall at all times during the Lease Term keep and maintain in full force and effect at its sole cost and expense an all risk policy of insurance upon all of the plate glass in the Demised Premises, and upon all Tenant Improvements in and on the Demised Premises, in an amount equal to the replacement costs of such Tenant Improvements. Such policies shall name both Landlord and Tenant as parties covered thereby as their respective interests may appear and to the policy's full extent. Tenant shall furnish Landlord with a certificate of insurance or other evidence acceptable to Landlord that such insurance is in force and evidence acceptable to Landlord that the premiums have been paid by Tenant at least ten (10) days prior to the date Tenant is to open its business in the Demised Premises and show renewal certificates ten (10) days prior to each expiration date of such policies.

16.4 Tenant shall furnish Landlord, prior to Tenant taking occupancy, copies of original policies or certificates of insurance evidencing the coverages required by this Lease (Acord 25 (Certificate of Liability) and Acord 27 or 28 (Evidence of Property)). All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policies without giving ten (10) days prior written notice thereof to Landlord. Tenant shall furnish Landlord a copy of a renewal certificate prior to the expiration of each policy. All carriers must have a rating by A.M. Best of A-V111 or higher.

16.5 Each party shall include in each of its insurance policies covering loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the other party, or if such waiver should be unobtainable or unenforceable, (a) an express agreement by each party's insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability covered by the policy, or (b) any other form of permission by each party's insurance company for the failure of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable, the insured party shall so notify the other party promptly after learning thereof. During any period while the foregoing waiver of right of recovery is in effect, Landlord shall look solely to the proceeds of its property insurance policies to compensate Landlord for any loss occasioned by fire or other insured casualty. During any period while the foregoing waiver of right of recovery is in effect, Tenant shall look solely to the proceeds of such policies to compensate Tenant for any loss occasioned by fire or other insured casualty.

16.6 In addition to the requirements regarding plate glass and Tenant Improvement insurance under Section 16.3 herein, the foregoing insurance policy shall also cover all of Tenant's: trade fixtures, furnishings, wall coverings, interior partitions, carpeting, drapes and equipment for the full insurable value thereof. In the event of loss, Tenant agrees that the proceeds of such insurance shall be used for the repair or replacement of the items so insured.

## **17. WAIVER OF CLAIMS.**

17.1 The Indemnified Parties (as defined in Section 16.1 hereof) shall not be liable for, and Tenant hereby irrevocably and unconditionally releases all claims against the Indemnified Parties for, damage to person(s) or property sustained by Tenant or any person claiming by, through, or under Tenant resulting from a fire, accident, occurrence or condition in or upon the Demised Premises or the building(s) of which it shall be a part, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railing or walks, (ii) any equipment or appurtenance becoming out of repair, (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, sprinkler head or pipe, drain or any other pipe or tank in, upon or about such building or the Demised Premises, (iv) the backup of any sewer pipe or downspouts, (v) the escape of steam or hot water, (vi) water being upon or coming through the roof or any other place upon or near such building or Demised Premises or otherwise, (vii) the falling of any fixtures, plaster or stucco, (viii) broken glass and (ix) any act or omission of co-tenants or other occupants of said building or adjoining or contiguous property or buildings, unless said damage is the direct result of an act of gross negligence on the part of the Indemnified Parties.

17.2 Landlord shall not be deemed negligent and shall not be liable for damages caused to Tenant as a result of Landlord's failure to install, or Landlord's improper installation of, hurricane shutters and Landlord has no responsibility whatsoever for such installation. Landlord may, at its sole option, deliver hurricane shutters to Tenant for the Demised Premises, and in such event then Tenant shall be responsible for storing said shutters within the Demised Premises and for returning said shutters to Landlord in good working order, normal wear and tear excepted, upon the expiration or earlier termination of this Lease.

## **18. TRADE FIXTURES AND PERSONAL PROPERTY**

18.1 In the event of a conflict between this Section 18 and Section 43 hereof, Section 43 shall prevail. Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Demised Premises shall remain the property of Tenant. Landlord agrees that Tenant shall have the right, provided Tenant is in good standing under this Lease, and has performed and complied with all of the terms, covenants and conditions hereof, and no event has occurred that with the passage of time and/or the giving of notice would result in an Event of Default by Tenant hereunder, and provided (at Landlord's option) Tenant restores the Demised Premises to the condition it was in prior to Tenant occupying the Demised Premises, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the Demised Premises, including without limitation, counters, shelving, showcases, mirrors and other movable personal property. All trade fixtures, signs and other personal property installed in or attached to the Demised Premises by Tenant must be in conformance with all applicable building codes and city regulations.

18.2 All improvements to the Demised Premises by Tenant, including but not limited to mechanical systems, air conditioning, light fixtures, floor coverings and partitions and any other items comprising Tenant's work but excluding removable trade fixtures and signs, shall (at Landlord's option) become the property of Landlord upon expiration or earlier termination of this Lease.

## **19. ESTOPPEL CERTIFICATE.**

19.1 Tenant shall at any time and from time to time, without charge, within ten (10) days after receipt of written notice from Landlord or any mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, a statement in writing (i) certifying that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any; (ii) certifying that there has been no assignment or other transfer by Tenant of this Lease, or any interest therein; and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder and that Tenant has no right of offset, counterclaim or deduction against rental, or specifying such defaults if any are claimed together with the amount of any offset, counterclaim or deduction alleged by Tenant. Any such statement may be relied upon by any prospective purchaser or lender upon the security of the real property of which the building and their Demised Premises are a part. In the event Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney in fact to execute and deliver any such documents or instruments.

19.2 Provided Tenant is in good standing under the terms of this Lease and has complied with each and every covenant and condition hereof, and no event has occurred that with the passage of time and/or the giving of notice would result in a default hereunder, Landlord agrees, upon written notice from Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect, if appropriate (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, if appropriate) and the dates to which rental and other charges are paid in advance, if any.

## **20. EVENTS OF TENANT DEFAULT.**

In addition to certain events specified under this Lease, the occurrence of any one or more of the following, not cured within an applicable cure period, if any, shall constitute an "Event of Default" by Tenant hereunder:

20.1 Failure of Tenant to commence business within the time period specified herein, alternatively,

20.2 Substantial discontinuance by Tenant of the conduct of its business in the Demised Premises, alternatively,

20.3 The filing of a voluntary petition by Tenant under any chapter of the United States Bankruptcy Code; or the filing of an involuntary petition by one or more creditors against the Tenant under any chapter of the United States Bankruptcy Code; or the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of all or substantially all of the property of Tenant by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of Tenant, alternatively,

20.4 Failure of Tenant to pay when due any installment of Base Rent or Additional Rent hereunder or any other sum hereunder required to be paid by Tenant after all applicable grace periods set forth herein, if and as applicable, alternatively,

20.5 Vacation, abandonment or desertion of the Demised Premises or permitting the same to be empty and unoccupied (excluding routine closing periods), alternatively,

20.6 Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the Lease Term, alternatively,

20.7 Violation of the Master Lease by Tenant, its agents, contractors, employees and/or any other persons or entities acting by, through or under the direction of Tenant; alternatively

20.8 Tenant's failure to perform or abide by any other term, provision, covenant, agreement, undertaking or condition of this Lease within fifteen (15) days after notice, shall constitute an Event of Default. In the event that Tenant, in good faith, shall begin to remedy a non-monetary default within such fifteen (15) day period and shall proceed immediately, expeditiously, continuously, and diligently to cure fully and completely, then Tenant shall have an additional forty-five (45) days to so cure. In any event, should Tenant fail to fully and completely cure within sixty (60) days after notice, then such failure shall constitute an Event of Default.

## **21. RIGHTS OF LANDLORD UPON AN EVENT OF DEFAULT BY TENANT.**

21.1 If an Event of Default by Tenant occurs, then the Landlord, in addition to all rights and remedies granted under the laws of the State in which the Demised Premises is located shall have any and all of the following rights:

21.1.1 After service of notice and by legal process, and without Landlord or its agents being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned hereby, Landlord may re-enter and remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse, sidewalk or elsewhere at the cost of and for the account and sole risk of Tenant. Tenant hereby absolutely waives all claims for damages related, directly or indirectly, to any of the same, and/or

21.1.2 To terminate the Lease and re-let the Demised Premises for the account of the Landlord or within the sole discretion of Landlord the Demised Premises may be re-let for the account of the Tenant, and/or

21.1.3 To terminate this Lease and declare the balance of the entire unpaid Base Rent and Additional Rent for the Lease Term to be accelerated and to be immediately due and payable. Landlord may then proceed immediately to collect all of the unpaid rent called for by this Lease by distress or otherwise,

without prejudice to Tenant's obligation for all such accelerated rent should Tenant fail then to pay the balance of the entire rent for the entire rental term.

21.1.4 If Tenant receives any concessions from Landlord at the commencement of the Lease Term, whether such concessions are in the form of free or reduced rent from any time after the Beginning Date and/or construction contributions in the form of cash or rent credits, then in the event of an uncured Event of Default by Tenant in addition to any and all other remedies available to Landlord, such concessions shall be deemed as Additional Rent immediately due and payable to Landlord.

21.1.5 To receive reimbursement by Tenant of all unamortized brokerage fees incurred by Landlord in entering into this Lease (i.e. (a) the total brokerage fee paid by Landlord multiplied by (b) one minus (i) the number of monthly rental payments received by Landlord divided by (ii) the number of rental payments due to Landlord over the Initial Lease Term) and all legal fees incurred by Landlord in negotiating and entering into this Lease.

21.2 Tenant agrees to pay all reasonable costs, whether or not otherwise considered "court costs", and reasonable expenses of collection and reasonable attorneys fees, including any costs and/or attorneys fees incurred prior to commencing suit, during litigation, at all appellate levels, in connection with any bankruptcy filing by Tenant and for all efforts and methods of collecting any unpaid debt or judgment against the Tenant.

21.3 THE PARTIES HERETO SHALL, AND THEY HEREBY DO, IRREVOCABLY WAIVE TRIAL BY JURY IN ANY AND EVERY ACTION OR PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES, AND ANY CLAIM FOR INJURY OR DAMAGE. In the event Landlord commences any proceeding, whether or not for nonpayment of rent, any Additional Rent, or otherwise, Tenant shall not interpose, and hereby irrevocably waives the right to, any non-compulsory counterclaim of whatever nature or description in any such proceeding(s). The provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the Tenant's right to assert claims, if any, in any separate action or actions brought by Tenant.

21.4 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of the Demised Premises, by reason of an Event of Default by Tenant of any of the terms, covenants or condition of this Lease.

21.5 In any action for eviction instituted by Landlord hereunder, Tenant may not assert any defense to such eviction until such time as Tenant has paid into the Registry of the Court all accrued and unpaid rents. Tenant must then continue throughout the litigation to pay all rents as they became due into the Registry of the Court.

## **22. CUSTOM AND USAGE.**

22.1 It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times.

22.2 The waiver by Landlord of any breach of any term, provisions, covenant, agreement, undertaking, or condition contained in this Lease shall absolutely not be deemed to be a continuing waiver

of any such or of any subsequent breach of the same or any other like or differing term, provision, covenant, agreement, undertaking, or condition contained in this Lease. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, provision, covenant, agreement, undertaking, or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, absolutely regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, provision, covenant, agreement, undertaking, or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be specifically set forth in writing and signed by Landlord.

22.3 In the event that in this Lease it is provided that the exercise of any right by Tenant or the performance of any obligations of Tenant shall be subject to the consent or approval of Landlord and that the consent or approval of Landlord shall not be unreasonably withheld or delayed, Landlord shall respond to Tenant's written request within thirty (30) days. Any such determination by Landlord shall be conclusive upon Tenant unless, however, Tenant shall within twenty (20) days after notice from Landlord of its determination, file an equitable action in the appropriate court in the county in which the Plaza is located seeking injunctive relief from Landlord's determination, which such injunctive relief shall be the sole remedy of Tenant for any such denial or withholding of consent or approval by Landlord. In the event that any action for injunctive relief shall be filed by Tenant pursuant to the provisions of this paragraph, the sole issue to be submitted to the court shall be the determination as to whether the denial or withholding of consent or approval was reasonable, it being the intention of the parties hereto (as to which they are conclusively bound) that in no event shall any such denial or withholding of consent or approval by Landlord, or any decision of any court with respect thereto (i) impose any financial liability upon or result in any damages being recoverable from Landlord, and/or (ii) create any right cognizable or remedy enforceable in favor of Tenant and against Landlord in law or equity (except as aforesaid) or under any special statutory proceeding or at all.

### **23. SURRENDER AND HOLDING OVER.**

23.1 Tenant, upon expiration or termination of this Lease, whether by lapse of time or otherwise, agrees to surrender peaceably to Landlord the keys and the Demised Premises in broom clean condition and in good working order and repair and as required by this Lease. In the event that Tenant shall fail to surrender the Demised Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, for all the time Tenant shall so retain possession of the Demised Premises or any part or portion thereof, an amount equal to the maximum amount allowable under the law, of the Base Rent specified herein, as applied to such period, as well as all other Additional Rents, as specified herein.

23.2 If Tenant remains in possession of the Demised Premises with Landlord's written consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Demised Premises as a Tenant at Will from month to month, in accordance with the law, as amended, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and conditions of this Lease.

23.3 If Tenant remains in possession of the Demised Premises without Landlord's consent, Tenant shall be deemed to be occupying the Demised Premises as a Tenant at Sufferance, in accordance with the law, as amended, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and conditions of this Lease.

**24. CONDEMNATION.**

Tenant hereby waives any claim of loss or damage to Tenant or right or claim to any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or portion of all of the Demised Premises or any part or portion of the parking area or of the service entrances or exits of the Plaza or any part thereof. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless and until the building or Plaza in which the Demised Premises is located shall be substantially demolished. Upon the occurrence of such event, the rents herein provided shall proportionately abate. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of this Lease Term or otherwise. Notwithstanding the above, Tenant may bring a separate claim for a separate award against the condemning authority so long as such claim or award does not diminish or affect Landlord's award.

**25. LANDLORD'S LIABILITY.**

Notwithstanding any provision contained in this Lease or elsewhere now or hereafter to the contrary, Tenant agrees and acknowledges that Tenant shall look solely and only to Landlord's interest in the Plaza in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease on the part of the Landlord to be performed or observed; and no other assets whatsoever of Landlord shall be subject to liability, levy, execution, or other judicial process or award for the satisfaction of Tenant's claim(s) of any kind or sort whatsoever.

**26. NOTICES.**

Wherever in the Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to one or the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, or by hand, or by a nationally recognized overnight courier (for example but not limited to: UPS/Federal Express/DHL) addressed to the addresses of the parties set forth on the Lease Face Page(s). Notices shall be deemed given upon receipt or upon refusal to accept same or if either party moves without notice, then upon the date delivery was first attempted. Either party may change such address by written notice by certified or registered mail to the other.

**27. SEVERABILITY.**

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**28. SUCCESSORS AND ASSIGNS.**

28.1 All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assigns of said parties, and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein; and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and such notice shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of

Tenant unless the assignment to such assignee has been specifically approved by Landlord in writing as set forth elsewhere herein.

28.2 Notwithstanding anything contained herein to the contrary, Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Demised Premises without the prior written consent of Landlord in each instance, which consent shall be subject to the terms and conditions hereinafter set forth, but not to be unreasonably withheld or delayed. Landlord's consent shall be reasonably withheld if, among other things, Landlord is not assured that substantially the same type, class, nature and quality of business, merchandise, services and management, including, without limiting the generality of the foregoing, similarity and nature, type, quality, retail price structure and volume of merchandise, goods or services sold or offered for sale, and prestige, reputation and financial soundness of ownership and management, is maintained and will continue to be furnished in a manner compatible with the high standards contemplated by this Lease, and provided further that each and every right, remedy or benefit offered Landlord by this Lease, is not or will not be impaired or diminished. Notwithstanding assignor's continuing liability hereunder, the financial ability of any proposed assignee, and of the required sureties, shall be deemed to be material in Landlord's consideration of any proposed assignment. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or sublet or transfer by operation of law. If this Lease be assigned, or if the Demised Premises or any part thereof be underlet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease (even if consented to by Landlord or permitted by the terms of this Lease), Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease and any such assignee or subtenant shall be bound by all of the terms, covenants and conditions of this Lease, including but not limited to the restrictions as to Tenant's Use.

If Tenant is an entity (other than one whose shares or interests are regularly and publicly traded on a recognized stock exchange), then for purposes of this Lease, any sale, transfer or assignment of a majority of the issue of outstanding stock or interests of Tenant or the sale, transfer or assignment of a majority of Tenant's assets shall be deemed an assignment under this Lease.

Any attempted assignment, pledge or encumbrance of this Lease or subletting of all or a portion of the Demised Premises by Tenant without the prior written consent of Landlord, or as otherwise expressly provided for and permitted by the terms of this Lease, shall be null and void and any attempt by Tenant to assign, pledge or encumber this Lease or sublet a portion or all of the Demised Premises without the prior written consent of Landlord shall constitute an Event of Default by Tenant of this Lease.

In the event Tenant shall desire to sublet the Demised Premises, in whole or in part, or assign Tenant's interest under this Lease, in whole or in part, Tenant shall give Landlord not less than thirty (30) days prior written notice. Such notice shall set forth all pertinent business terms of the proposed assignment or subletting as well as the name and address of the proposed assignee or sublessee, information as to financial condition of such assignee or sublessee and proposed use which assignee or sublessee desires to make of the Demised Premises. Such notice shall bear the signature of the proposed lessee or assignee attesting to its accuracy. Tenant shall in addition, at Landlord's request, furnish such other information as Landlord may reasonably request concerning such proposed assignment or subletting. All requests for assignment and/or sublet shall be accompanied by a \$1,000 fee to cover, amongst other things, Landlord's costs of reviewing such request, obtaining mortgagee approval of such request, and Landlord's legal fee. Such \$1,000 fee shall be returned to Tenant should Landlord deny such assignment or sublet. Such refund shall occur on or about the twenty-first (21st) day following such denial (unless Tenant shall provide written

notice to Landlord of its waiver of rights to bring an equitable action under Section 22.3 hereof, in which case the fee shall be promptly returned thereafter) provided, however, that if Tenant shall exercise its rights under Section 22.3 hereof then Landlord shall retain such \$1,000 pending a final determination and shall return the fee only if Tenant's request for assignment and/or sublet is ultimately denied.

## **29. QUIET ENJOYMENT**

Upon payment by the Tenant of the rent herein provided, and upon the observance by Tenant of each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the Lease Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to each and every one of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

## **30. FORCE MAJEURE.**

30.1 Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's absolute control which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, delays, orders, moratoriums or controls, significant tropical disturbances, hurricanes, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

30.2 The terms of Paragraph 30.1 hereof regarding force majeure shall be applicable to Tenant solely with regard to non-monetary issues. For all monetary issues, there shall be no events of force majeure and no excuse for delay permitted in connection with the obligation of Tenant to pay any sums required hereunder.

## **31. SCOPE AND INTERPRETATION OF THE LEASE AND THE EXHIBITS.**

31.1 This Lease and the Exhibits attached hereto constitute the entire understanding and agreement of the Landlord and Tenant with respect to the Demised Premises, and there are no agreements, understandings, restrictions, representations or warranties between or among the parties other than those set forth in this Lease and the Exhibits attached hereto. All negotiations and oral agreements acceptable to both parties are included herein. There are no verbal understandings not contained herein. The laws of the State in which the Plaza is situated shall govern the validity, interpretation, performance and enforcement of this Lease. Neither this Lease nor any memorandum or synopsis hereof may be recorded, and any recording in violation hereof shall be but a nullity and shall constitute an Event of Default by Tenant hereunder. The parties intend that there be no third party beneficiaries to this Lease, except only for Landlord's mortgagee(s) or other lender(s).

31.2 Landlord reserves the absolute right to effect such other tenancies in the Plaza as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interest of the Plaza. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or number of tenants shall during the Lease Term occupy space in the Plaza.

31.3 Time is of the essence with respect to all terms, obligations and conditions set forth herein.

## **32. LANDLORD'S FINANCING.**

Financial Statements: From time to time, upon written request by Landlord, Tenant shall deliver to Landlord financial statements certified by Tenant's chief financial officer and in compliance with GAAP accounting practices. Landlord shall not disclose such financial statements to any other parties with the

exception of Landlord's mortgagee, potential mortgagee, potential purchaser of the Plaza, and/or their respective attorneys.

### **33. RADON GAS.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it overtime. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to 404.056(B), Florida Statutes.

### **34. HAZARDOUS WASTE.**

34.1 Tenant hereby agrees that they will not cause or permit to occur, and shall not permit to exist, any condition which may cause a discharge of any hazardous substance at, upon, or within the Plaza, or any contiguous real estate. Tenant further agrees that they will not be involved in any operations at or near the Plaza, which operations could lead to, (i) the imposition of liability under the Hazardous Waste Laws on owner, Landlord, mortgagee(s) of the Property or their subsequent successors or assigns, or (ii) the creation of a lien on the Property under the Hazardous Waste Laws or under any similar laws or regulations.

34.2 In the event a hazardous discharge occurs, Tenant shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related and similar regulations. Tenant agrees to forward copies of all orders, notices, permits, applications, or other communications and reports in connection with any discharge, suspected discharge or presence of any hazardous substance or any other matters relating to the Hazardous Waste Laws or any similar laws and regulations, as they may affect the Demised Premises or the Plaza, to the Landlord.

34.3 In the event Landlord, with reasonable cause, suspects a violation of this clause, Tenant agrees, upon written request from Landlord, to submit an engineers report, at Tenant's sole expense, from a certified environmental engineer, acceptable to Landlord, showing that Tenant is conducting its operations in a manner most effective in avoiding any violations to any and all Hazardous Waste Laws and related and similar laws and regulations, and that no violation has taken place.

34.4 Tenant hereby indemnifies, saves, defends and holds harmless, Landlord, Owner, mortgagee(s), representatives of each, and their subsequent successors and assigns (Indemnified Persons), from and against the full amount of any and all losses, liabilities, obligations, damages, penalties, claims, actions, suits, costs and expenses, including but not limited to, clean-up of hazardous substances, attorney's fees and all other professional or consultants expenses incurred in investigating, or preparing for or defending against any action or proceeding, whether actually commenced or threatened, which may be asserted against any Indemnified Persons due to any violation of this covenant.

34.5 In the event that any current or future mortgagee of Landlord requires precautionary monitoring, testing or their measures with respect to hazardous materials due to Tenant's use of the Demised Premises, then Tenant shall cooperate fully with such monitoring, testing and/or other measures and shall reimburse Landlord for the costs of such monitoring, testing and/or other measures.

### **35. OPTIONS.**

Provided the Lease is in good standing and no Event of Default by Tenant exists hereunder and no event has occurred that with the passage of time and/or the giving of notice would result in an Event of Default by Tenant hereunder, Landlord hereby gives and grants to Tenant the right, privilege and option of extending this Lease in accordance with the Option(s) to Renew set forth on the Lease Face Page(s). The first extended term shall commence from the date of the expiration of the Initial Lease Term. In order to exercise the option herein granted, Tenant must give Landlord written notice of Tenant's intention to exercise the option to extend not less than twelve (12) months prior to the expiration of the then expiring term. Failure to give any such notice shall be deemed a waiver of Tenant's right to exercise this option and shall conclusively make the remaining option(s) to extend, if any, null and void. All of the terms, covenants and conditions of this Lease shall apply during the Initial Lease Term and the extended term(s), except that Base Rent during the extended term(s) shall be determined as follows: (a) for the first five year extended term, the Base Rent shall continue to increase on each anniversary of the Beginning Date by three percent (3%) per annum, and (b) for the second five year extended term, the following shall apply: within thirty (30) days after Landlord's receipt of Tenant's written notice exercising the option to extend the term, Landlord shall deliver to Tenant written notice of the Base Rent for the first year of said extended term, which Base Rent shall be at then market rates for similar premises in the area of the Plaza, which shall be supported by reasonable evidence supplied by Landlord, but in no event less than the Base Rent for the then expiring year. In the event that the Base Rent for the Renewal Term exceeds the Base Rent for the then expiring year, then Tenant shall thereafter have fifteen (15) days in which to revoke its notice of renewal, failing which Tenant shall be deemed to have exercised said option to renew at the Base Rent set forth in Landlord's notice. So long as the Base Rent determined by Landlord is supported by reasonable evidence, Tenant shall not have any other remedy should it disagree with said determination. In the event of such renewal, Base Rent shall thereafter increase annually by three percent (3%) per annum. All renewals and extensions under this Lease shall be deemed to be included in the definition of Lease Term as set forth herein.

### **36. BROKERS.**

Tenant and Landlord represent and warrant each to the other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agree to indemnify each to the other against, and hold the other harmless from, all liabilities arising from any such claim, including reasonable attorney's fees as a result of any action taken by the offending party. This does not apply to Coldwell Banker Ellison Realty, representing Tenant, and Colliers International, representing Landlord, who are the recognized brokers in this transaction, is to be compensated by Landlord as per a separate agreement.

### **37. CAPTIONS.**

Any heading preceding the text of several paragraphs and subparagraphs hereof are inserted solely for the convenience of the reference and shall not constitute a part of this Lease nor shall any of the same affect its meaning construction, or effect.

### **38. ATTORNEYS FEES.**

Tenant agrees to pay all reasonable costs, whether or not otherwise considered "court costs", and reasonable expenses of collection and reasonable attorneys fees, including any costs and/or attorneys fees incurred prior to commencing suit, during litigation, at all appellate levels, in connection with any bankruptcy filing by Tenant and for all efforts and methods of collecting any unpaid debt or judgment against the Tenant.

In the event of any litigation (including all appeals) arising out of this Lease and involving Landlord and Tenant, the prevailing party shall be entitled to receive all costs incurred, including reasonable attorney's fees.

**39. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM WAIVER OF JURY TRIAL.**

This Lease shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State in which the Demised Premises is located without regard to the conflict of law principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Lease, or in respect of the transactions contemplated thereby, whether in tort or contract or at law or in equity, exclusively in the circuit court of the County in which the Demised Premises is located (the "Chosen Court"). Solely in connection with such actions, proceedings and claims, the parties irrevocably submit to the jurisdiction of the Chosen Court, and agree not to assert as a defense in any such action, suit or proceeding that such party is not subject to the jurisdiction of the Chosen Court, that such action, proceeding or claim may not be brought or is not maintainable in the chosen courts, that venue is not appropriate in the Chosen Court, or that this Agreement may not be enforced in the Chosen Court.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS LEASE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED BY THIS LEASE. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and (iv) each party has been induced to enter into this Lease by, among other things, the mutual waivers and certifications in this section.

**40. BINDING EFFECT.**

The presentation of this Lease to Tenant does not constitute an offer. This Lease shall not be valid or binding against any party unless and until it is executed by all parties.

**41. NO REPRESENTATIONS.**

Tenant hereby acknowledges and agrees that neither Landlord nor Landlord's agents (including Landlord's managing or management agents, leasing agents, contractors and/or Landlord's attorney) or employees has made any representations, promises or other inducements to Tenant's execution of this Lease except as specifically provided herein, and no future statements, representations or warranties of Landlord, its agents or employees shall be binding upon Landlord unless they are in writing and executed by Landlord.

Tenant further acknowledges and agrees that in all cases, if any, in which Landlord's consent and/or approval has been provided to Tenant in this Lease, except where otherwise specifically provided in writing in the Lease, said consent and/or approval is subject to Tenant (at its sole cost and expense) obtaining all necessary governmental and quasi-governmental approvals, and Landlord makes no representation whatsoever as to, and this Lease is in no way contingent upon the governmental and/or quasi-governmental approval process or as to Tenant's ability to obtain all necessary governmental and/or quasi-governmental approvals, and Landlord shall not be liable for Tenant's inability to obtain such approvals.

**42. ANTI-TERRORISM REPRESENTATIONS.**

42.1 Tenant is not, and shall not during the term of the Agreement become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by

Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the “USA Patriot Act”) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, “Anti-Terrorism Laws”), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively “Prohibited Persons”).

42.2 To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises. Tenant will not in the future during the term of the Agreement engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises.

42.3 Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available hereunder, or at law or in equity.

43. **EXISTING FURNITURE, FIXTURES & EQUIPMENT.**

The Premises contains certain furniture, fixtures and equipment owned by Landlord (the “FF&E”). Tenant acknowledges and agrees that said FF&E is being delivered to Tenant for Tenant’s use in its “as-is” “where-is” condition, and that Landlord makes no representation or warranty as to the quality, condition, usefulness of purpose, or otherwise as to said FF&E. Tenant may use the FF&E subject to the following conditions: (a) Tenant shall not remove any of the FF&E from the Premises without Landlord’s prior written consent, (b) after obtaining Landlord’s written consent, Tenant may remove one or more items of the FF&E provided that same shall be immediately replaced by Tenant, at Tenant’s cost, by similar items of equal or greater value as the items being replaced, and immediately upon delivery to the Premises said replacement items shall (i) become the property of Landlord, (ii) be included in the definition of the “FF&E”, and (iii) be described in detail in writing by Tenant to Landlord, (c) Tenant shall be responsible for, and shall immediately repair, any and all damages to the Premises arising from the removal and/or replacement of any of the FF&E, (d) Tenant shall use reasonable care in using the FF&E, and shall make any and all reasonably necessary maintenance, repairs and/or replacements to same, (e) neither Tenant nor anyone claiming by, through or under Tenant shall have any security interest or lien of any kind or character on the FF&E, (f) at the expiration or earlier termination of this Lease, Tenant shall deliver the FF&E back to Landlord in the condition that it was delivered to Tenant, normal wear and tear excepted, (g) Tenant must pay any and all personal property taxes on the FF&E for the period from the Commencement Date until the expiration or earlier termination of this Lease, and (h) Tenant shall insure the FF&E for the full current value thereof (such insurance to otherwise meet the requirements of Section 14 hereof).

Landlord shall have the right, at its sole discretion, to record in the public records of Palm Beach County that certain NOTICE OF OWNERSHIP OF CERTAIN FURNITURE, FIXTURES & EQUIPMENT in the form attached hereto as Exhibit “I” (the “Notice”). In the event that the description of FF&E changes through the Lease term (in accordance with this Section 43), then Landlord shall have the right, at its sole discretion, to record an amendment to said Notice reflecting such changes. Upon the termination of this Lease, Landlord shall have the right, at its sole discretion, to record a termination of said Notice.

44. **MASTER LEASE / EASEMENT.**

44.1 This Lease is subject to, shall not become effective until, and is expressly conditioned upon, the delivery by the Master Lessor of a document signed by the Master Lessor in the form attached hereto as Exhibit “G” or otherwise provided by Master Lessor, consenting to this Lease (the “Master Lessor Consent”). Tenant acknowledges and agrees that this Lease is subject to all terms and conditions of the Master Lease and the Master Lessor Consent. To the extent that the terms and conditions of this Lease are

inconsistent with or in conflict with the Master Lease, the Master Lease shall control. Any default by Tenant and/or Landlord causing a termination of the Master Lease shall automatically terminate this Lease (Landlord reserving all rights and remedies set forth herein in the event of such termination). Tenant agrees that it will reasonably cooperate with Landlord in all communications, negotiations or presentations to the Master Lessor or any of its members with respect to obtaining the Master Lessor Consent and/or any other matters, and that it will not independently, or without the prior written approval of Landlord, institute or engage in any communications, negotiations with, or presentations to the Master Lessor or any of its employees.

44.2 This Lease is subject to that certain Access And Cross Parking Easement Agreement,, recorded in OR Book 22177, Page 185 of the Public Records of Palm Beach County, FL, as amended by that certain Amendment To Access And Cross Parking Easement Agreement,, recorded in OR Book 22222 Page 916 of the Public Records of Palm Beach County, FL, and as may have been and/or may be further amended (collectively, the "Access Easement").

This LEASE has been duly signed by the Landlord and Tenant below:

**LANDLORD: Premier Aviation Of Boca Raton,  
L.L.C.**

**By: LAH Aviation Management, LLC, its  
Manager**

**BY: \_\_\_\_\_**

**Hamid Hashemi, Manager**

**TENANT: La Condesa Mexican Restaurant  
LLC**

**By: \_\_\_\_\_  
Jaime R. Aguilar, Manager**

**EXHIBIT "A"**

**SITE PLAN**



## **LANDLORD'S WORK**

The area designated as the Demised Premises on the Site Plan attached as Exhibit "A" to the Lease shall be accepted by Tenant in its existing "as-is" condition. All repairs and/or alterations, whether required by a governmental agency or for any other reason whatsoever, will be performed at the sole cost and expense of the Tenant.

Notwithstanding the foregoing, the roof, structure and building systems, including electric, plumbing, grease trap and HVAC, shall be delivered to Tenant in working order.

Landlord will provide Tenant with an allowance of \$164,631.25 for improvements to the Premises in the form of full rent rebate for the first two (2) months of the Lease following the Rent Commencement Date, and abatement of half the Base Rent and Common Area Operating Expenses for the six (6) month period thereafter.

## EXHIBIT "C"

### TENANT'S WORK

All Tenant's Work shall conform to all applicable governing codes and shall include the work listed below. **Any work required that is not listed in Exhibit "B" shall be Tenant's Work.**

1. Construction:
  - (a) Interior partitions, doors and windows (if applicable).
  - (b) Any wall and floor finishes.
  - (c) Any construction, alterations and/or improvements to the Plaza outside of the Premises caused by Tenant's use of the Premises, provided however that at Landlord's election Landlord may perform such work at Tenant's cost.
  
2. Electrical:
  - (a) Any and all electrical work required by Tenant which is not Landlord's obligation as per Exhibit "B".
  - (b) Telephone installation.
  
3. Plumbing (Typically applies to new construction):
  - (a) **TENANT SHALL PAY ANY AND ALL WATER AND/OR SEWER CHARGES (INCLUDING ERC FEES, HOOK-UP FEES AND ANY OTHER CONNECTION FEES) IMPOSED BY THE LOCAL GOVERNING AUTHORITY AND WILL REIMBURSE TO LANDLORD THE AMOUNT PAID BY LANDLORD ON TENANT'S BEHALF, IF APPLICABLE.**
  
  - (b) **TENANT SHALL PAY ANY AND ALL IMPACT FEES AND/OR SIMILAR CHARGES IMPOSED BY THE APPLICABLE GOVERNING AUTHORITY AND/OR REIMBURSE LANDLORD FOR SAME TO THE EXTENT PAID BY LANDLORD ON TENANT'S BEHALF.**
  
  - (c) Provide and install water meter (if applicable).
  
4. Tenant will furnish one complete set of plans with specifications to the Landlord for Landlord's approval.
  
5. If the Demised Premises is to be used as a restaurant or any facility that serves food or beverage items, Tenant must waterproof the kitchen walls to a height of no less than 18" above floor level in a manner as is reasonably acceptable to Landlord. Written proof of this must be provided to the Landlord in writing within fourteen (14) days of occupancy of the space.
  
6. Tenant will pay for any utility charges associated with the Demised Premises during and after Tenant's construction of the Demised Premises.
  
7. Tenant will require any contractor or sub-contractor to remove and dispose of, at least once a week, all debris and rubbish caused by the Tenant's Work and upon completion to remove all temporary structures, debris and rubbish of whatever kind remaining on any part of the Plaza.
  
8. Tenant and/or Tenant's contractors and subcontractors shall be required to provide, in addition to the insurance required to be maintained by Tenant, the following types of insurance and the

following minimum amounts naming Landlord and any other persons having interest in the whole Plaza as additional insureds as their interest may appear, issued by companies approved by Landlord.

- (a) Workmen's Compensation coverage with limits of at least \$500,000 for the employer's liability coverage thereunder.
- (b) Builder's Risk-Completed Value fire and extended coverage covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated completed cost of said construction and improvements with 100% coinsurance protection.
- (c) Automobile Liability coverage with bodily injury limits of at least \$500,000 per person, \$1,000,000 per accident, and \$500,000 per accident for property damage.

Original or duplicate policies for all of the foregoing insurance shall be delivered to Landlord before Tenant's Work is started and before any contractor's equipment is moved to any part of the whole Plaza. In all other respects the insurance coverage above mentioned shall comply with the provisions of this Lease.

- 9. All work done by Tenant to be by licensed contractors. Landlord may post notice of non-responsibility for Tenant's work.
- 10. In the event Tenant should elect to hire Landlord's General Contractor to perform Tenant's Work, and said act creates a "co-mingling" of Landlord and Tenant's Work that may result in the delay of the completion of Landlord's Work in accordance with Exhibit "B", Tenant agrees to notify Landlord so that the parties may agree to a revised Beginning Date.
- 11. Notwithstanding anything in the Lease to the contrary, Tenant shall not at any time make any alterations, improvements, demolitions and/or other modifications to the Demised Premises which would directly or indirectly cause the building containing the Demised Premises and/or the Common Areas and/or any other portion of the Plaza to be in violation of any applicable governmental and/or quasi-governmental laws, codes, rules and/or regulations including but not limited to the Americans with Disabilities Act.
- 12. Notices Of Commencement. The "Owner Information" sections of any and all Notices of Commencement ("NOC") filed by Tenant shall be completed as follows: Owner name (currently Section 3(a) of the NOC form) shall be the name and address of Tenant; Fee simple titleholder (currently Section 3(b) of the NOC form) shall be the name and address of Landlord; and Interest In Property (currently Section 3(c) of the NOC form) shall be "leasehold".
- 13. Promptly following Tenant's completion of any improvements and/or alterations to the Premises, Tenant shall deliver to Landlord copies of paid invoices for same.

## **EXHIBIT "D"**

### **RULES AND REGULATIONS**

1. All deliveries or shipments of any kind to and from the Demised Premises, including loading and unloading of goods, shall be made only by way of the rear of the Demised Premises (unless the Demised Premises does not have a rear entrance) or at any other location designated by Landlord; trailers and/or trucks servicing the Demised Premises shall remain parked in the rear of the Plaza only during those periods necessary to service Tenant's operations, but in no event shall such trailers or trucks remain parked at the Plaza overnight or beyond the closing hour of the Plaza.
2. All garbage and refuse shall be placed in the container (all boxes shall be flattened prior to placement in container) at the locations within the Plaza and reasonably proximate to the Demised Premises designated by Landlord, for collection (at time specified by Landlord) by contractors, as may from time to time be designated by Landlord.
3. No radio, television, phonograph or other similar devices shall be used in a manner so as to be heard outside of the Demised Premises.
4. Tenant shall not use the Common Areas or Exterior Walls of the Plaza, or any portion of the Plaza outside of the Demised Premises, for business, advertising or promotional purposes unless permitted by Landlord in writing. All vehicles containing signs or other advertising medium shall be parked at all times at the rear of the Plaza, and shall not remain parked in the Plaza overnight or beyond the closing hour of the Plaza.
5. Tenant and Tenant's employees shall park their cars only in those portions of the parking areas (which may be) designated for that purpose by Landlord if Landlord deems it to be in the best interests of the tenants at the Plaza.
6. The plumbing facilities within or servicing the Demised Premises shall not be used for any purposes other than for which they were constructed.
7. Tenant shall not use, permit or suffer the use of any portion of the Demised Premises as living, sleeping or lodging quarters.
8. All mechanical equipment and machinery will be kept free of noise and vibrations which may be transmitted to any part of the walls or building in which the Demised Premises are located or beyond the confines of the Plaza.
9. No odors or vapors or noise will be permitted or caused to emanate from the Demised Premises which would adversely or unreasonably affect other tenants of the Plaza.
10. The Landlord, at its option and from time to time, may, at the expense of the Tenant, employ a pest extermination contractor at market competitive costs to service the Demised Premises at such intervals as Landlord may require, and Tenant shall permit said contractor to enter the Demised Premises to perform pest extermination services.
11. No automobiles, trucks or other vehicles may be stored on the Plaza, or may be parked on the Plaza which are not capable of being run under their own power.
12. Tenant will not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising or promotional materials or devices on any vehicles parked in the parking areas of the Plaza, whether belonging to Tenant or to Tenant's agent or to any other person.
13. Tenant shall not place, suffer or permit displays or decorations on the sidewalks in front of or at

the rear of the Demised Premises or on or upon any of the parking or other Common Areas of the Plaza.

14. Tenant shall not affix or place any signs notices, advertisements or materials of any kind in its storefront window without the prior written consent of Landlord, except as specifically allowed under Tenant's Lease.
15. No tenant shall enter upon or attempt to enter upon the roof, or equipment or power rooms in the Plaza.
16. Tenant shall not place or cause to be placed any storage buildings, storage pods, sheds, temporary enclosures, shipping containers, or accessory structures of any kind adjacent to the Demised Premises, in the Common Areas, or otherwise in any portion of the Plaza without Landlord's express written permission, which permission may be withheld in Landlord's sole discretion.
17. The Landlord reserves the right to make such other reasonable Rules and Regulations from time to time as is determined to be necessary or appropriate for the safety, care, protection, cleanliness, and good order of the Plaza and its Tenants. Any such other Rules and Regulations shall be binding upon each Tenant with the same force and effect as if the same had been included herein and in existence at the time the Tenant acquired his interest in the Demised Premises. The Landlord further reserves the right at any time to modify or revoke an existing Rule or Regulation.

#### **EXHIBIT "E" - EXCLUSIVE CLAUSE**

Notwithstanding anything to the contrary contained herein, provided Tenant is in good standing and has not at any time during the course of this Lease been in default, whether or not cured, of the terms, covenants or conditions of this Lease, Landlord agrees that it shall not, during such period of time as Tenant is open, operating, and fully stocked for business, enter into any lease

with any other tenant in the Plaza wherein such lease shall provide that such other tenant shall have the right to operate a restaurant deriving more than twenty five percent (25%) of its revenue from the sale of Mexican cuisine and/or with more than twenty five percent (25%) of its menu being Mexican cuisine. The provisions hereof shall be subject and subordinate to the terms, covenants, and conditions of any existing leases and renewals thereof and any governmental rules, statutes, ordinances or law (including "case" law) which shall prohibit or prevent the Landlord from carrying out or enforcing the provisions hereof or of any other tenant's lease. Neither the provisions of this paragraph nor the prohibitions on Landlord as contained herein shall be applicable with respect to any lease previously entered into by Landlord or with respect to any renewal of such lease or modification or amendment of such lease or the execution of a new lease with such existing tenant or such tenant's successors or assigns, or with respect to a new tenant that purchases the stock or the assets of an existing tenant, or their successors or assigns. Further, the provisions of this paragraph do not apply to any property within the Plaza owned by any entity other than Landlord. Tenant hereby acknowledges that the Use clause on the Lease Face Page and the Exclusive Clause granted in this Exhibit "E" are independent of each other, and that any definition of Use, clarification of Use, example of Use or other aspect of Use has absolutely no relevance or bearing on the exclusive rights granted above.

**EXHIBIT "F"**

**RESTAURANT RIDER TO LEASE**

1. Tenant must maintain the existing waterproofing of the kitchen walls throughout the term of this Lease.

2. Tenant, at its sole cost, shall maintain, regularly clean out and service the grease trap(s) for the Demised Premises in good condition and repair throughout the term of the Lease. As a part of its grease trap maintenance, clean out and service obligation, Tenant shall enter into an annual contract with a grease trap maintenance firm. Not later than fifteen (15) days following the Beginning Date and annually thereafter, Tenant shall furnish to Landlord a copy of the grease trap maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Further, Tenant shall replace the grease trap(s) as and when necessary.

4. Tenant shall obtain and locate upon the Plaza its own dumpster, the location and size of which shall be subject to Landlord's prior written approval and the approval of any and all necessary governmental authorities. Landlord reserves the right from time to time to require Tenant, at Tenant's sole cost, to increase the size of its dumpster and/or the frequency of dumpster pickups. Tenant shall break down all boxes before placing them in their dumpster.

5. Tenant, at its sole cost, shall maintain the Demised Premises and the common area surrounding the Demised Premises (including Tenant's dumpster area) free of all rodents and other pests. As a part of this obligation, Tenant shall enter into an annual contract with a pest control firm, fully licensed in the State of Florida. Not later than fifteen (15) days following the Beginning Date and annually thereafter, Tenant shall furnish to Landlord a copy of the pest control contract described above, and proof that the annual premium for the pest control contract has been paid.

6. Liquor Liability. If Tenant's Use includes the sale of alcoholic beverages, the policy of general liability insurance required herein shall include coverage for employer's liability, host liquor liability, liquor liability, and so called "Dram Shop" liquor liability coverage, with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence.

7. Upon request by Landlord from time to time, Tenant shall deliver proof reasonably acceptable to Landlord that Tenant has performed hood ventilation maintenance at least quarterly commencing upon the Beginning Date.

## EXHIBIT "G"

### WRITTEN CONSENT TO SUBLEASE

This Written Consent to Sublease is acknowledged this \_\_\_\_\_, 2022, by Boca Raton Airport Authority, a body politic and corporate having an office at 903 NW 35<sup>th</sup> Street Boca Raton, Florida 33431, ("Master Lessor") and Premier Aviation of Boca Raton, LLC, a Delaware limited liability company and authorized to do business in the State of Florida, with an office and principal place of business at 21 Compass Isle, Ft. Lauderdale, FL 33308 ("Tenant"), acknowledging the Sublease between Tenant and La Condesa Mexican Restaurant LLC, a Florida limited liability company ("Subtenant"), to the extent and as provided herein:

#### RECITALS

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Master Lessor entered into Lease Agreement No. 3265, dated October 27, 1983, as amended, granting Master Lessor possession and use of property commonly referred to as the Boca Raton Airport; and

WHEREAS, Master Lessor and Tenant entered into a Lease Agreement dated September 27, 2000, which has been amended on November 29, 2000, July 17, 2013, January 28, 2015, June 26, 2018, August 15, 2018, January 16, 2019, July 17, 2019, July 15, 2020, August 19, 2020, February 25, 2021, and November 17, 2021 ("the Lease"); and

WHEREAS, Article XVIII of the Lease Agreement requires Tenant to receive prior written consent from the Master Lessor for any sublease of the leased premises; and

WHEREAS, Tenant has informed Master Lessor that it desires to enter into that certain Lease (referred to herein as "the Sublease") with Subtenant, a copy of which is attached to this Written Consent to Sublease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Master Lessor, Tenant, and Subtenant mutually acknowledge the following:

1. The Recitals above are true and correct and are incorporated herein.
2. Master Lessor consents to the sublet of Phase II of the leased premises, as specified in in the Sublease attached hereto as Attachment A.
3. Tenant and Subtenant understand and acknowledge that Master Lessor's consent to the Sublease does not modify any terms of the Lease Agreement and does not waive any rights or obligations provided therein.
4. Tenant and Subtenant understand and acknowledge that if any conflicts exist between the terms of the Lease Agreement and the terms of the Sublease, the terms of the Lease Agreement shall prevail; and
5. Tenant and Subtenant understand and acknowledge that nothing in this Written Consent to Sublease alleviates the obligations of Tenant and Subtenant to secure all required

government approvals for the construction of the themed restaurant and to meet all federal, state, and local regulatory requirements for the development and operation of the property.

IN WITNESS WHEREOF, Master Lessor has caused this Written Consent to Sublease to be signed by the Chairman of the Boca Raton Airport Authority and the seal of said Authority to be affixed hereto and attested by the Secretary of said Authority, pursuant to the authority granted by said Authority; and Tenant, Premier Aviation of Boca Raton, LLC, has caused these presents to be signed in its lawful name by its duly authorized officer, the Manager acting on behalf of Tenant, and the seal of said Tenant to be affixed hereto, and Subtenant, La Condesa Mexican Restaurant LLC, has caused these presents to be signed in its lawful name by its duly authorized officer, the Manager acting on behalf of Subtenant, and the seal of said Subtenant to be affixed hereto, the day and year first written above.

ATTEST:

“MASTER LESSOR”

BOCA RATON AIRPORT AUTHORITY, a body politic and corporate created under Chapter 2004-468, Laws of Florida

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

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

Print Name: \_\_\_\_\_  
Secretary

Print Name: \_\_\_\_\_  
Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

“TENANT”

PREMIER AVIATION OF BOCA RATON, LLC  
A Delaware limited liability company, authorized to  
do business in the State of Florida, by:  
BY: LAH Aviation Management, LLC, its Manager

BY: \_\_\_\_\_  
Hamid Hashemi, Manager

“SUBTENANT”

La Condesa Mexican Restaurant LLC,  
A Florida limited liability company

By: \_\_\_\_\_  
Jaime R. Aguilar, Manager

**EXHIBIT “H”  
Tenant’s Initial Menu**

**[please provide]**

**EXHIBIT "I"**

**FF& E Notice**

This instrument was prepared by and return to:  
Jeffrey P. Orlan, Esq.  
Jeffrey P. Orlan, P.A.  
3 Fieldcrest Drive  
New City, NY 10956

**NOTICE OF OWNERSHIP OF CERTAIN FURNITURE, FIXTURES & EQUIPMENT**

BEFORE ME, the undersigned Notary Public, personally appeared Hamid Hashemi, Manager of LAH Aviation Management, LLC, Manager of Premier Aviation Of Boca Raton, L.L.C. (the "Company"), who, having been first duly sworn according to law, deposes and says:

1. The Company is the owner of certain furniture, fixtures and equipment (the "FF&E") currently located at 3320 Airport Road, Boca Raton, FL 33431 (the "Premises"), which Premises is located upon the real property described in Exhibit "A" hereto.
2. The FF&E is further described on Exhibit "B" hereto.
3. No person and/or entity shall have any right to any interest in the FF&E unless set forth in writing to the contrary, as executed by the Company.

WITNESSES:

Premier Aviation Of Boca Raton, L.L.C.  
By: LAH Aviation Management, LLC, its Manager

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Hamid Hashemi, Manager

**EXHIBIT "A" TO  
NOTICE OF OWNERSHIP OF CERTAIN FURNITURE, FIXTURES & EQUIPMENT  
LEGAL DESCRIPTION**

A RESTAURANT BUILDING LOCATED ON A PORTION OF SECTION 13, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE PARALLEL WITH AND 300.00 FEET SOUTHEAST OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEAST RIGHT OF WAY LINE OF THE SEABOARD AIRLINE RAILROAD WITH THE WEST LINE OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 43 EAST; SAID POINT BEARS NORTH 00°50'39" WEST, A DISTANCE OF 2171.45 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 7, SAID POINT BEING FURTHER DESCRIBED AS THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF I-95, AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP, (JOB NO. 93220-2411, SHEET 12a, DATED 2-15-71, REVISED LAST, 8-7-72) AND THE SOUTHERLY RIGHT OF WAY LINE OF NORTHWEST 40TH STREET (AS SHOWN ON THE AFOREMENTIONED MAP) WITH THE WEST LINE OF SAID SECTION 7; THENCE SOUTH 44°41'19" WEST, ALONG A LINE PARALLEL WITH AND 300.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE SEABOARD AIRLINE RAILROAD, A DISTANCE OF 3376.00 FEET; THENCE SOUTH 45°18'41" EAST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, AS SHOWN ON ROAD PLAT BOOK 6, PAGES 76 AND 77 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 100.00 FEET; THENCE NORTH 44°41'19" EAST A DISTANCE OF 76.85 FEET; THENCE SOUTH 45°18'41" EAST A DISTANCE OF 60.00 FEET; THENCE NORTH 88°50'59" EAST 77.98 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A 15.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 37°37'46" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°57'28" AN ARC DISTANCE OF 21.46 FEET TO A POINT OF TANGENCY; THENCE SOUTH 45°40'18" EAST 151.65 FEET TO A POINT OF CURVATURE OF A 10.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°19'42" WEST 146.89 FEET TO POINT BEING ON A 235.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 05°07'36" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°02'16" AN ARC DISTANCE OF 188.83 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 44°19'42" EAST 195.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA, CONTAINING 34,456 SQUARE FEET,  
(0.791 ACRES) MORE OR LESS.

**EXHIBIT "B" TO  
NOTICE OF OWNERSHIP OF CERTAIN FURNITURE, FIXTURES & EQUIPMENT**

[Insert description of FF&E]

**EXHIBIT "J"**  
**GUARANTY**

In consideration for the execution of the Lease by Landlord, the undersigned Guarantor(s), hereinafter with its successors, assigns and legal representatives, jointly and severally, unconditionally and irrevocably guarantee the full payment of all indebtedness coming due from time to time under the Lease as well as the full, prompt, punctual and faithful performance of all other covenants and obligations of Tenant under the Lease. If Tenant holds over beyond the term of the Lease, Guarantor's obligations hereunder shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any such modification thereof.

(1) **Payment and Performance Guaranty.** In the event that Tenant fails to pay any sums due under the Lease, or perform, satisfy, or observe the terms and conditions required to be performed under the Lease, the Guarantor(s) will promptly and fully pay, perform, satisfy, and observe the obligations in the place of the Tenant. In such event, the obligations hereby guaranteed shall become immediately due and payable by Guarantor(s) to Landlord.

(2) **Unconditional Obligations.** The liability of the Guarantor(s) is direct, immediate, absolute, continuing and unconditional and the Landlord shall not be required to pursue any remedies it may have against the Tenant as a condition to enforcement of this Guaranty, nor shall the Guarantor(s) be discharged or released by reason of the discharge or release of the Tenant for any reason, including any amendment, assignment, modification, renewal or extension of the Lease, a discharge of Tenant in bankruptcy, receivership or other proceedings, a disaffirmation or rejection of the Lease by a trustee, custodian or other representative in bankruptcy, a stay or other enforcement of limitation of the liability of the Tenant or any remedy of the Landlord. The Guarantor(s) assumes all responsibility for being and keeping himself informed of Tenant's financial condition and assets and of all other circumstances, bearing upon the risk of nonperformance by the Tenant, and Guarantor(s) expressly agrees that the Landlord shall have no duty to advise the Guarantor(s) of information known to it regarding such circumstances or risks.

The Guarantor(s) hereby waive: (a) notice of the acceptance of this Guaranty by the Landlord; (b) all notices or demands which may be given or are required to be given under the Lease by Landlord to Tenant including any notice of default or of non-payment of rent or any other monetary obligation of Tenant under the Lease or any other obligation of Tenant under the Lease; and (c) the right to require Landlord first to proceed against Tenant prior to proceeding against Guarantor(s) for enforcement of Guarantor's obligations hereunder.

This Guaranty is irrevocable and shall inure to the benefit of, and may be assigned and enforced in whole or in part by, the Landlord and/or its legal representatives, successors and assigns (including, without limitation, any mortgagee now or hereafter holding any lien on or interest in the Lease, any purchaser of the Demised Premises at a foreclosure sale, any transferee who acquires the Demised Premises by deed in lieu of foreclosure, and the successors and assigns of any such mortgagee, purchaser or transferee), and shall be binding upon, and enforceable against, Guarantor and Guarantor's legal representatives, successors and assigns.

(3) **Subordination.** Until all the covenants and conditions in the Lease on Tenant's part are fully performed and observed, Guarantor does hereby subordinate any and all liability or indebtedness of Tenant now or hereafter held by Guarantor(s) to the obligations of Tenant to Landlord under the Lease.

(4) **Litigation.** In the event of any litigation among Landlord, Tenant and/or the Guarantor(s) arising from the Lease and/or the Guaranty, the prevailing party shall be entitled to receive all costs incurred, including reasonable attorney's fees, including any costs and/or attorneys fees incurred prior to commencing suit, during litigation, at all appellate levels, in connection with any bankruptcy filing by Tenant or Guarantor and for all efforts and methods of collecting any unpaid debt or judgment against the Tenant or

any Guarantor and this clause shall survive the expiration or earlier termination of the Lease and this Guaranty. This Guaranty shall be governed by, construed and enforced in accordance with the laws of the State in which the Premises is located. THE PARTIES HEREIN WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT OF SUBJECT MATTER JURISDICTION LOCATED IN THE COUNTY IN WHICH THE PREMISES IS LOCATED.

(5) **Severability.** Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

(6) **Modification.** This Guaranty may not be changed, modified, discharged or terminated in any manner other than by agreement in writing executed by both Guarantor(s) and Landlord.

(7) **Authority.** The Guarantor(s) represent and warrant that the execution and delivery of this Guaranty has been duly authorized, executed and delivered and constitutes a valid, legal and binding obligation of the Guarantor(s) enforceable in accordance with the terms herein.

The Guarantor(s) has duly signed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GUARANTOR:**

\_\_\_\_\_  
Jaime R. Aguilar

Phone #: \_386-383-0323

Address: 345 E. Westherbee #37, Ft Pierce, Fl, 34982

**GUARANTOR:**

\_\_\_\_\_  
Sand Vainney Dorantes Vazquez

Phone #: 386-383-0323

Address:345 E. Wetherbee #37, Fort Pierce, Fl 34982

**GUARANTOR: Hacienda Amigos, LLC**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

FEI#: 82-3672355

**EXHIBIT “K”**

**Boca Raton Airport Authority Sign Standards**

[see attached]