BUSINESS LEASE

THIS LEASE, ("Lease"), made and entered into as of this 10th day of June, 2024, by and between **Lauderhill Mall Investment, LLC**, a Florida limited liability company ("Landlord") and **City Of Lauderhill** ("Tenant"). Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises described below now existing in Landlord's property known as Lauderhill Mall ("Property") located at corner of State Road 7 and NW 12th Street, Lauderhill, FL, Broward County, Florida, upon the terms, covenants and conditions set forth herein.

PREAMBLE:
SUMMARY OF CERTAIN IMPORTANT LEASE TERMS

A. **The Premises which are leased are: 1293-201 NW 40th Avenue, Lauderhill, Florida 33313.**

B. **The Lease Term:** The Lease term shall be for the period of **One (1)** year, commencing on the 10th day of **June 2024** "Lease Commencement Date" and expiring on the **31st** day of **May 2025 (unless an extension to the term is agreed upon in writing by both parties).**

C. **Initial Yearly Base Rent:** The Initial Base Rent for the Premises is in the initial yearly amount of $ 294,000.00 payable in monthly installments, plus any and all applicable sales and/or use taxes, as set forth below (unless terminated earlier).

D. **The initial monthly payments required under this lease by Tenant are as follows:**

Monthly Base Rent: $24,500.00 plus sales tax $ Exempt* total $ 24,500.00

Monthly HVAC Maintenance: $500.00 plus sales tax $ Exempt* total $ 500.00

Monthly Water reimbursement: $140.00 plus sales tax $ Exempt* total $ 140.00

*Tenant is Sales Tax Exempt per Consumer's Certificate of Exemption # 85-8012703464C-4 provided by Tenant

Total initial Monthly payment of Base Rent, and utilities: $ 25,140.00

E. **The Rent Commencement Date is: June 10th, 2024.***

F. **The gross leasable area of the Premises consists of approximately:** +/- 14000 square feet.

G. **Tenant's Use of the Premises is for:** Police Administration Office.

H. **Tenant's Business Name:** ~~Police Administration Office of Lauderhill.~~ CITY OF LAUDERHILL POLICE DEPARTMENT

I. **The Security Deposit to be placed by Tenant under this Lease is: $ NA**

Tenant shall pay the pro-rated month of June 2024 on or before end of said calendar month.

ARTICLE I: PREMISES, LEASE TERM, COMMENCEMENT DATE AND USE

ARTICLE 1.1: PREMISES LEASED BY TENANT

The Premises leased by Tenant are as set forth in the Preamble of this Lease and have a gross leasable area of approximately the square footage as set forth in the Preamble of this Lease which may, in the sole discretion of Landlord, include a common area core factor. The boundaries and locations of the Premises may be outlined on the Premises Description of the Property if attached hereto, which sets forth the general layout of the Property, but shall not be deemed to be a warranty, representation or agreement on part of the Landlord that said Property will be exactly as indicated on said diagram. There is no warranty as to the square footage approximation.

ARTICLE 1.2: LEASE TERM

The Lease Term shall be for the period as set forth in the Preamble of this Lease, unless sooner terminated or extended as hereinafter provided. The Lease term can be extended based upon agreement in writing as approved by both parties.

ARTICLE 1.3: RENT COMMENCEMENT DATE / LEASE YEAR

The Rent Commencement Date shall be as set forth in the Preamble of this Lease, with subsequent payments due on or before the first day of each month thereafter. If the Rent Commencement Date falls on any day other than the first day of any month, that month's rent shall be prorated.

For purpose of this Lease, the term Lease Year is defined to mean a calendar year (beginning January 1 and extending through December 31 of any given year). Any portion of a year which is less than a Lease Year, that is, from the Lease Commencement Date through the next December 31, and from the last January 1 through the last day of the Lease Term, shall be defined as a Partial Lease Year.

ARTICLE 1.4: USE OF PREMISES

A. Tenant shall use the Premises specifically and solely for the purpose as set forth in the Preamble of this Lease and shall only use the business name as set forth in the Preamble. Tenant represents that it has performed its due diligence and that such use is permissible and allowed by the requisite governmental authorities having jurisdiction over the Premises. Tenant specifically understands and acknowledges that no other use and no other business name shall be permitted without first obtaining the prior written consent of Landlord, which consent may, in the sole and unbridled discretion of Landlord, be denied. Tenant agrees not to violate any exclusive uses of any other tenants of the Property, nor any of the restrictions or prohibitions regarding use contained in any other tenant leases of the Property.

B. Tenant acknowledges that it has fully inspected and accepts the Premises in their present condition and "as is" (subject only to the improvements set forth herein under the Work Letter, if any and only if attached and initialed) and without warranty or representations of any kind except as specifically set forth in this Lease, and that the same are then suitable for the use specified herein. Tenant represents that it has not relied on any representations of Landlord or any agent of Landlord but solely on its own investigations and due diligence.

C. The Premises are leased subject to any and all conditions that an accurate examination of the Premises will disclose. Tenant's taking possession of the Premises shall be conclusive evidence against the Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. Tenant has fully investigated the condition of the Premises, zoning and any other applicable laws and governmental and quasi-governmental regulations relating to or applicable to the Premises and Tenant's proposed use of the Premises or has knowingly waived its right to do so and is fully familiar with the physical condition of the Premises and every part thereof, including without limitation, the indoor air quality ("IAQ") generally and compliance with all laws, including, without limitation, Americans With Disability Act, zoning and use, and Tenant accepts the same "as is" therein. Tenant has not received nor relied on any representation of Landlord or its employees or agents unless specifically set forth in this Lease. No promises of Landlord to alter, remodel or improve the Premises have been made by Landlord to Tenant, unless the same is contained by written Work Letter, if any attached hereto. At the termination of this Lease, by lapse of time or otherwise, Tenant shall return the Premises to Landlord in as good a condition as when Tenant took possession, ordinary wear and tear excepted, failing which Landlord may restore the Premises to such condition, and Tenant shall pay the costs thereof. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord, which consent may, in the sole discretion of Landlord, be denied. Any alterations, physical additions or improvements to the Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease; provided however, Landlord, at its option, may require Tenant to remove any physical additions and/or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession and all costs of removal and/or alterations to be borne by Tenant.

D. It is the Tenant's sole responsibility to apply for and obtain all governmental approvals, zoning approval business licenses, use permits and the like, and tenant shall use high diligence in obtaining same, including the pursuit of all administrative remedies and appeals and shall indemnify and hold Landlord harmless from any and all costs and expenses incurred by Landlord, including without limitation code enforcement fines, penalties and administrative costs and expenses and attorneys' fees, which may be incurred by Landlord as a result of Tenant's failure to fully and faithfully comply with this Article and/or with any and all governmental requisites or requirements and to continue compliance throughout the term of the Lease.

<u>ARTICLE 1.5: DELAY OF POSSESSION</u>

If Landlord is unable to give possession of the Premises on the Lease Commencement Date by reason of the holding over of any prior Tenant or Tenants or because of any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property or for any other reason beyond Landlord's control which such period exceeds the Rent Commencement Date by five (5) business days, an abatement or diminution of the rent to be paid hereunder shall be allowed Tenant under such circumstances, but nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Premises. If Landlord is unable to give possession of the Premises to Tenant within ninety (90) days next after the Rent Commencement Date of this lease, then Landlord shall have the right to cancel this Lease upon written notice thereof delivered to Tenant within ten (10) days after the lapse of said 90 day period; and, upon such cancellation, Landlord and Tenant shall each be released and discharged from all liability on this Lease.

ARTICLE II: RENT

<u>ARTICLE 2.1: BASE RENT:</u>

From the Rent Commencement Date Tenant will pay rent for the Premises, the Base Rent in the initial yearly amount as set forth in the Preamble of this Lease, payable in monthly installments as set forth in the Preamble of this Lease, plus any and all applicable sales and/or use taxes. Said Monthly Rent shall be payable without demand, set-off or deduction, of any kind or for any reason whatsoever in advance of or on the first day of each month, plus applicable sales and other taxes, now or later enacted. All checks are to be made in the full amount and payable to the order of Landlord and mailed or delivered to Landlord's office or at such other address as Landlord may, from time to time, designate in writing. Notwithstanding any designation or measurement, the Tenant's occupancy rights shall be solely as to the physical premises provided and are not based upon any specific square footage measurement. For purposes of this Lease, the parties agree that the rentable square footage of the Premises shall be as set forth in Paragraph 1.1 herein, notwithstanding any actual physical measurement.

ARTICLE 2.2: BASE RENT INCREASE

The Base Rent hereunder shall be increased at the first anniversary (or the first day of the month immediately subsequent to the first anniversary of the Lease Commencement Date if the Lease Commencement Date is not the first day of the month), of the Lease Commencement Date and on each anniversary thereafter, during the Lease Term, by an amount equal to five percent (5%) above the immediately preceding Base Rent amount.

ARTICLE 2.3: LATE PAYMENT PENALTY

Tenant agrees to promptly pay all Base Rent and all Additional Rent, and other charges that accrue under this Lease, and Tenant acknowledges that such agreement is a material inducement for Landlord to enter into this Lease and that time is of the essence. If any check received by the Landlord from Tenant in payment of any amount payable by Tenant under this Lease is returned by the Landlord's bank for insufficient funds, or for any reason whatsoever, a service charge of $50.00 (fifty dollars) or such greater amount allowed by law for each check shall be due Landlord as Additional Rent and shall be due and payable no later than the next scheduled monthly rent payment. If the 5th day of the month is on a Saturday or Sunday, the due date is the following Monday. If the due date is on a nationally recognized holiday, then the due date is the next business day.

ARTICLE 2.4: ADDITIONAL RENT-DEFINITIONS

All sums payable by Tenant to Landlord under this Lease (except Base Rent) shall be deemed to be and shall become Additional Rent hereunder and, together with Base Rent, shall be included in the term "Rent" whenever such term is used herein. Landlord, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord elects to pay such sums or do such acts requiring the expenditure of monies, all such sums so paid by Landlord, together with interest thereon, shall be deemed to be Additional Rent and payable as such by Tenant to Landlord upon demand without set-off or deduction of any kind or any reason whatsoever.

ARTICLE III: COMMON AREAS AND COMMON AREA MAINTENANCE

ARTICLE 3.1: COMMON AREAS

Landlord shall make available within the Property such Common Areas, including but not limited to parking areas, driveways, truck ways, delivery passages, loading docks, pedestrian sidewalks and ramps, access and egress roads, open and enclosed courts and malls, landscaped and planted areas, and other facilities, as Landlord in its sole discretion shall deem appropriate.

Landlord shall operate, manage, equip, light, repair and maintain said Common Areas for their intended purposes in such manner as Landlord in its sole discretion shall determine, and Landlord reserves the right in its sole discretion to change from time to time the size, location, nature and use of any Common Area, to restrict or reserve parking areas and spaces, to sell or lease any portion thereof and to make additional installations therein and to move and remove same, and Landlord shall not be subject to liability therefor, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant.

ARTICLE 3.2: USE OF COMMON AREAS

During the Lease Term only, Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable rules and regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its concessionaires, officers, employees and agents must be parked. Landlord may at any time close temporarily any common area to make repairs or changes, and Landlord shall not be subject to liability therefor nor shall any such action be deemed an actual or constructive eviction of Tenant. Tenant shall not at any time interfere with the rights of Landlord and other Tenants, its and their concessionaires, officers, employees, agents, customers, and invitees, to use any part of the parking areas and other Common Areas. Neither Tenant nor Tenant's employees, concessionaires, officers or agents may solicit business in the parking or other Common Areas nor distribute any handbills or other advertising matter in such areas or place any such handbills or advertising matter in or on any vehicles parked therein without Landlord's prior written consent. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all Tenants of the Property the Common Areas as designated from time to time by Landlord.

ARTICLE 3.3: COMMON AREA MAINTENANCE COSTS
Intentionally Deleted.

ARTICLE 3.4: CHARGE FOR COMMON AREAS
Intentionally Deleted.

ARTICLE IV: UTILITY SERVICES

ARTICLE 4.1: UTILITIES

Tenant shall pay all charges for gas, electricity, water, sewer, telephone, garbage/waste/trash removal and all other utilities which may be used upon or in connection with the Premises and shall make payments on all of such before any of them become in default. Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any existing 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 and in full compliance with all applicable building codes. Tenant shall promptly pay for all public utilities rendered or furnished to the Premises from and after the date Tenant assumes possession of the Premises (irrespective of whether Tenant shall have opened for business in the Premises) and all taxes thereon. In the case of any utilities furnished to the Premises which are not individually metered, Landlord, may, at its election and sole discretion, may either (i) bill back Tenant for its share (based upon number of tenant's sharing said utility and taking into consideration any high consumption uses) of said utility on a monthly basis; or (ii) install re-registering meters and collect any and all charges aforesaid from Tenant as and when bills are rendered by Landlord, making returns to the proper public utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished direct to the Premises by such companies or governmental units.

ARTICLE V: TAXES

ARTICLE 5.1: TENANT'S TAXES

Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operations and its personal property situated in the Premises.

ARTICLE VI: REPAIRS AND MAINTENANCE

ARTICLE 6.1: REPAIRS BY LANDLORD

Landlord shall keep the foundations and the roof in good order and repair, and shall make structural repairs and replacements necessary to keep in good order and repair the Property and the pipes and ducts running through the Premises and installed by Landlord, but not including Tenant's service connections therewith Landlord shall not be liable for damages or injuries arising from the failure to make said repairs, nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials in making any such repairs nor shall Landlord be liable for damage or injuries resulting from any non-structural damage to the Property or Premises caused by any reason, including, without limitation, hurricanes, flooding, tornado, water intrusion, acts of God, nature and/or civil unrest. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repairs. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. All property of Tenant, including merchandise and furnishings, kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same. If Landlord is required to make repairs by reason of any act, omission or negligence of Tenant, any permitted subtenants, concessionaires or their respective employees, agents, invitees, licensees or contractors, the cost of such repairs shall be borne by Tenant and shall be due and payable immediately upon receipt of Landlord's notification of the amount due.

ARTICLE 6.2: REPAIRS AND MAINTENANCE BY TENANT

Tenant shall make and pay for all maintenance, repairs, and replacements of furnishings, fixtures and equipment and all other interior non-structural portions of the Premises and in a good and clean condition and perform all repairs and alterations required by applicable Laws and governmental regulations. Tenant shall, at its cost, promptly replace all broken or damaged glass in the Premises.

If (a) Tenant fails to perform any maintenance obligation required hereunder; or (b) Landlord determines that emergency repairs are necessary; or (c) repairs or replacements to the Premises, Common Areas and/or Property are required due to the negligence or misconduct of Tenant or anyone claiming by, through or under Tenant, then in any of such events, Landlord may, but shall not be obligated to, make such repairs and/or maintenance, without liability for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, make such repairs, and upon completion thereof, Tenant shall promptly pay to Landlord, as Additional Rent, all costs incurred by Landlord in making such repairs plus twenty percent (20%) for overhead and if such amount is not paid within ten (10) days from when rendered it shall thereafter include interest at 18% per annum until the date payment is received by Landlord.

ARTICLE 6.3: RIGHT OF ENTRY

Landlord or its representatives shall have the right, but not the obligation, to enter the Premises at reasonable hours of any day during the Lease Term and any extension or renewal thereof a) in the event of an emergency; b) to ascertain if the Premises are in proper repair and condition, and further, Landlord or its representatives shall have the right, without liability, to enter the Premises for the purposes of making repairs, additions or alterations thereto or to the building in which the same are located, including the right to take their required materials therefor into and upon the Premises without the same constituting an eviction of Tenant in whole or in part, and the Rent shall not abate while such repairs, alterations, replacements or improvements are being made by reason of loss or interruption of Tenant's business due to the performance of any such work; and c) show the Premises to prospective purchasers, lenders and tenants. If Tenant shall not be personally present to permit an entry into said Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or by the use of force without rendering Landlord liable therefor and without in any manner affecting Tenant's obligations under this Lease. During the Ninety (90) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" sign on the Premises.

ARTICLE 6.4: SIDEWALKS AND OUTSIDE AREAS

Nothing shall be thrown or swept out of doors or windows of Tenant's Premises onto sidewalks, entrances, passages, courts, plazas or any of the Common Areas. Tenant agrees to use reasonable diligence to keep the sidewalks and outside areas immediately in front, behind and adjacent to the Premises broom-clean and otherwise keep said areas free of trash, litter or obstruction of any kind.

ARTICLE 6.5: REPLACEMENT OF GLASS

At the commencement of the Lease Term, Tenant accepts all glass in the Premises in its "As Is" condition with all faults, if any. Tenant shall, at its own expense, replace all glass which is or becomes broken or damaged with glass of at least the same quality and physical properties and in accordance with all then applicable building codes.

ARTICLE 6.6: TRASH AND REFUSE

Tenant shall be required to provide for their own trash removal from the Premises at their sole expense. Landlord may provide a common dumpster or trash comparator and Landlord reserves the right to bill monthly a pro-rata share of trash and reuse removal cost as Additional Rent and reserves the right to readjust this amount if there is an increase in its cost of trash or rubbish removal. If it is determined that Tenant requires a greater level of trash or rubbish removal service than the minimum provided, Landlord may bill Tenant an additional amount based on usage. Interruption or failure of any service required to be furnished to Tenant by Landlord, if due to causes beyond Landlord's control, shall not entitle the Tenant to any allowance or reduction of rent or fees.

Tenant agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal municipal and local government, department, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash. Tenant shall sort all and separate such items in categories as provided by law, and in accordance of the rules and regulations developed by the Landlord for the sorting, separating of such designated recyclable materials (if applicable).

Tenant shall pay all costs, expenses, fines, penalties or damages imposed on Landlord or Tenant by reason of Tenant's failure to comply with the above, and shall indemnify, defend and hold Landlord and Landlord's management company harmless from and against any action, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to the Landlord, if Landlord so elects. Tenant shall be liable to Landlord for any cost, expenses, including attorney's fees, if any action or proceeding by Landlord against Tenant based on Tenant's breech of this Article.

ARTICLE 6.7: FIRE EXTINGUISHERS.

As of the Lease commencement date Tenant shall, at Tenant's sole cost, shall obtain, place and maintain, at all times, certified fire extinguishers as required by law at the Premises. Keeping any required fire extinguishers in the Premises and their certification current is the Tenant's sole responsibility and at Tenant's sole cost. Landlord shall in no event be responsible for maintain or providing fire extinguishers. If the Premises contain any fire extinguishers at the lease commencement, Tenant agrees to pay for the cost to replace any missing or damaged fire extinguishers.

ARTICLE VII: RESTRICTIONS ON USE OF PREMISES

ARTICLE 7.1: RESTRICTION ON USE OF PREMISES

Tenant covenants and agrees to use the Premises only for the permitted uses set forth in Article 1.4 and for no other purpose, and Tenant shall not maintain or permit to be maintained within the Premises any vending machines of any nature except vending machines solely for use by Tenant or Tenant's employees which are located only in non-sales areas. In no event shall Tenant violate any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the Property. The Premises and all building and improvements thereon shall, during the Lease Term, be used only and exclusively for lawful and moral purposes and no part of the Premises or improvements thereon shall be used in any manner whatsoever that will injure the reputation of the Property nor for any purposes in violation of the laws, ordinances, regulations or orders of the United States, of the State, County and/or City where the Premises are located or the Fire Insurance Rating organization and/or the Board of Fire Insurance Underwriters, or any duly constituted subdivision, department or board thereof. Tenant shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the Lease Term insofar as the Premises and any signs of Tenant are concerned, and shall make at Tenant's own cost and expense all repairs, additions and alterations to the Premises and signs ordered or required by such authorities, whether to meet the special needs of Tenant, or by reason of the occupancy of Tenant, or otherwise. Landlord reserves the right to terminate this Lease in the event Tenant shall create a general nuisance, cause obnoxious odors, allow or consent to: (i) illegal smoking; or (ii) other illegal consumption; or (iii) criminal conduct; or (iii) loitering; or (iv) interference with other tenants; or (v) create or contribute to fire hazards; or (vi) cause or contribute to the cancellation or increases in costs of insurance of the Landlord; or (vii) create or cause the violations of other tenants' rights; or (viii) cause increased utility costs to Landlord; or (ix) cause any damage to Landlord or other tenants from Tenants use and operations at the Premises.

ARTICLE 7.2: TENANT'S NORMAL BUSINESS OPERATIONS

Intentionally Deleted.

ARTICLE 7.3: RULES AND REGULATIONS

Tenant's use of the Premises shall be subject, at all times during the Lease Term, to Landlord's right to adopt in writing, from time to time, modify and/or rescind reasonable Rules and Regulations not in conflict with any of the express provisions hereof governing the use of the parking areas, malls, walks, driveways, passageways, signs, exterior of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Property of which the Premises are a part, but no such rule or regulation shall discriminate against Tenant. The current Rules and Regulations, if any, are attached hereto and made part hereof.

ARTICLE 7.4: SIGNS, AWNINGS AND CANOPIES

Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Property.

Tenant shall promptly erect and maintain a sign in accordance with the specifications as outlined in the Sign Criteria Exhibit attached hereto, at Tenant's sole cost and expense, within the area designated by the Landlord as is first approved by Landlord and approved thereafter by the applicable governmental authorities.

Tenant shall keep insured and shall maintain such signs in good condition and repair at all times. Exterior signs must be lighted at all times after sunset until sunrise. If any damage is done to Tenant's signs, Tenant shall repair same within five (5) days or Landlord shall have the right to repair such signs and bill Tenant for cost of the repairs, as further defined in Article 6.2.

Tenant will not place or permit to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the interior glass of any window or door, nor will any illuminated sign be placed in the window display area of the Premises without first obtaining Landlord's written approval and consent, which may be arbitrarily withheld. Tenant further agrees that such signs, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord.

Any sign, awning, canopy, advertising matter or decoration of any kind, erected or placed by Tenant in violation of the preceding paragraphs, may be removed by Landlord without notice and without liability, and any expenses incurred by Landlord in such removal shall be charged to and paid by Tenant upon demand.

ARTICLE 7.5: HAZARDOUS MATERIALS

Tenant shall not permit the presence, handling, use, storage or transportation of hazardous or toxic materials in or about the Premises or the Building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Premises or the Building but shall only be disposed of by means of a duly licensed hazardous waste disposal service. Tenant shall provide Landlord with copies of all pertinent documentation establishing disposal in accordance with the foregoing, including, without limitation, manifests and receipts for materials. Tenant shall obtain and maintain throughout the Term or any extension or renewal thereof, all licenses and permits required in connection with Tenant's activities which may involve hazardous or toxic materials. Tenant shall allow access to the Premises by the appropriate governmental agency and Landlord so that such parties may assure compliance with the requirements of this subparagraph. Tenant acknowledges that it is aware of the penalties for improper disposal of hazardous waste as set forth in Section 403.727, Florida Statutes or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant hereby warrants, represents and covenants to and with Landlord that Tenant shall comply with all requirements of the Toxic Waste Regulations including, without limitation, the applicable requirements of Chapter 403, Florida Statutes and any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with the Toxic Waste Regulations, and shall indemnify, defend and hold Landlord, Landlord's Management Company and Landlord's mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph. Notwithstanding anything to the contrary, in the event Tenant shall maintain any hazardous or toxic materials in or about the Premises, Tenant shall first obtain a policy of environmental indemnity insurance in form and amounts as required by Landlord, naming Landlord and Landlord's Management Company as additional insured's and otherwise in compliance with the provisions applicable to insurance coverage as set forth in Article 9 herein.

ARTICLE 7.6: COMPLIANCE WITH ADA REQUIREMENTS.

Tenant shall be solely responsible, at its own cost, for maintaining the Premises in full and complete compliance with the all of the requirements of the Americans With Disabilities Act of 1990 and Title 28-Code of Federal Regulations-Chapter 1-Part 36 and any federal, state and/or local law, ordinance or regulation regarding persons with disabilities and/or physical access features for persons with disabilities at public accommodations (collectively "ADA"), as they may be amended from time to time. Tenant shall indemnify and hold the Landlord, Landlord's Management Company and Landlord's mortgagees harmless from and against any liability, cost, action or expense, including reasonable attorneys' fees at all levels, incurred by Landlord, Landlord's Management Company and/or Landlord's mortgagees in connection with any non-compliance of the ADA with regard to the Premises. Tenant hereby authorizes and empowers Landlord for and on Tenant's behalf to compromise and/or settle any ADA action brought against Landlord and/or Tenant with regard to the Premises including, without limitation, to execute such settlement agreements, consent decrees, stipulations and any other document for and on behalf of Tenant and Tenant shall faithfully, timely and completely abide and comply with the terms and conditions of any such compromises, consent decrees, stipulations and/or settlement agreements.

ARTICLE 7.7: RADON, MOLD AND MILDEW.

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

Mold and mildew can occur in buildings under certain circumstances, unless care is taken to avoid such occurrence. The occurrence of mold and mildew may pose health hazards to certain individuals. Landlord has not investigated and makes no representation concerning the existence or non-existence of mold and mildew in the Property or Premises at the time of the commencement of the Lease.

The Tenant is taking the Premises in its "As Is" condition and shall make all of its own investigations prior to signing this Lease and hereby releases Landlord, Landlord's Management Company and Landlord's mortgagees from any and all claims and causes of action regarding any radon, mold or mildew in or about the premises whether now or hereafter occurring.

ARTICLE 7.8: HAZARDOUS OR DANGEROUS CONDITIONS.

Tenant shall not use the Premises in any manner, nor allow any activity on or about the Premises, which any applicable municipal or governmental authority would deem hazardous, dangerous or to be a threat to public safety ("Hazardous Activity"). In the event any Hazardous Activity occurs on or about the Premises or is caused as a result of Tenant's actions or inactions such shall be deemed a material default of this Lease and Landlord shall have the right to seek immediate possession of the Premises and to immediately pursue injunctive relief to enjoin any Hazardous Activity without the posting of any bond. Landlord may take any action without it being deemed an obligation and without liability to Tenant, in Landlord's sole discretion, to prevent and remediate or control any Hazardous Activity occurring on the Premises or is caused as a result of Tenant's actions or inactions, including, without limitation placing barriers in and about the Premises, placing or adding security personal in and about the Premises, all at Tenant's sole cost and expense. Any such costs and expense incurred by Landlord in connection with any Hazardous Activity shall be deemed additional rent and Tenant shall reimburse Landlord within 30 days of any demand.

ARTICLE 7.9: HURRICANE PREPARATIONS:

If at any time a hurricane watch or warning is put in effect by the authority having jurisdiction over the Premises it shall be the Tenant's sole responsibility and at the Tenant's sole risk to make any and all preparations to protect the Premises and Tenant's property, including, without limitation, merchandise, inventory, furniture, fixtures and equipment. Landlord may or may not have shutters for the Premises. If shutters are available, Landlord shall grant access to Tenant and Tenant shall at its sole discretion, cost and expense, install said shutters to protect Tenant's property. If Tenant does install shutter, Tenant shall be solely responsible for their removal within a reasonable time following the weather event. In no event shall Landlord be liable for any weather event, national emergency, act of terror or any act of God.

ARTICLE VIII: ADDITIONS, ALTERATIONS, REPLACEMENTS AND TRADE FIXTURES

ARTICLE 8.1: BY LANDLORD

Landlord hereby reserves the right at any time to make alterations or additions to the Property and to the building in which the Premises are contained.

ARTICLE 8.2: BY TENANT

Upon receipt of Landlord's prior written approval, Tenant may from time to time, at its own expense, alter, renovate or improve the interior of the Premises provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and so as not to weaken or impair the strength or lessen the value of the building in which the Premises are located. No changes, alteration or improvements affecting the exterior of the Premises shall be made by Tenant without the prior written approval of Landlord. Any work done by Tenant under the provisions of this Article shall not interfere with the use by the other tenants of their premises in the Property. In addition to its proportionate share, Tenant also agrees to pay 100% of any increase in the Real Estate Taxes or Landlord's Personal Property Taxes resulting from such improvements.

Upon obtaining the prior written consent of Landlord, Tenant shall remove such alterations, decorations, additions and improvements and restore the Premises as provided in Article 8.5, and if Tenant fails to do so and moves from the Premises, all such alterations, decorations, and additions and improvements shall become the property of Landlord.

ARTICLE 8.3: CONSTRUCTION INSURANCE AND INDEMNITY

Tenant shall indemnify and hold Landlord and Landlord's Management Company harmless from any and all claims for loss or damages or otherwise upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages, expenses, court costs and attorney's fees, incurred in or resulting from claims made by any person or persons, by other tenants of premises in the Property, their subtenants, agents, or employees, customers and invitees.

Before undertaking any alterations or construction, Tenant shall obtain and pay for a public liability policy insuring Landlord and Tenant against any liability which may arise on account of such proposed alterations or construction work in limits of not less than $1,000,000.00 for any one person, $2,000,000.00 for more than one person in any one accident and $1,000,000.00 for property damage; and a copy of such policy shall be delivered to Landlord prior to commencement of such proposed work. Tenant shall also maintain at all times fire insurance with extended coverage in the name of Landlord and Tenant as their interests may appear in the amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in and to the Premises and all trade fixtures therein, in the event of fire or extended coverage loss. Tenant shall deliver to Landlord copies of such fire insurance policies which shall contain a clause requiring the insurer to give Landlord 30 days' notice of cancellation of such policies.

ARTICLE 8.4: CONSTRUCTION LIENS AND ADDITIONAL CONSTRUCTION

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Tenant any construction or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Tenant receives notice of the filing of same. Notwithstanding any provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises.

Notwithstanding anything to the contrary contained herein, the interest of the Landlord shall not be subject to liens for improvements made by the Tenant. The Tenant shall notify any and all contractors making any improvements to the premises of this provision herein. Tenant is advised that Florida Statute § 713.10 provides that the knowing or willful failure of the Tenant to provide such notice to the contractor shall render the contract between the Tenant and the contractor voidable at the option of the contractor. A notice pursuant to Florida Statute § 713.10 has or may be recorded by Landlord at any time and this Lease or a short form thereof may be recorded at any time by Landlord. Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor any one claiming by, through or under the Tenant, including without limitation contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien of any kind or character and any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise. Any lien filed against the Premises in violation of this paragraph shall be null and void and of no force and effect. Tenant shall indemnify and hold Landlord, Landlord's mortgagee and Landlord's Management Company harmless from and against any such liens and costs, damages, charges and expenses, including but not limited to attorneys' fees incurred in connection with or with respect to any such lien.

ARTICLE 8.5: TRADE FIXTURES

All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned or in good useable condition.

Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this

Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored in or installed in the Premises including, but not limited to, counters, shelving, showcases, chairs, and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building, and the Premises, provided this right is exercised before the Lease is terminated and provided that Tenant, at its own cost and expense, shall repair any damage to the Premises caused thereby. The right granted Tenant in this Article 8.5 shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold. The Premises and the immediate areas in front, behind and adjacent to it shall be left in the same condition as it was at Lease commencement and with all Landlord improvements, if any, reasonable wear and tear excepted, and in a broom-clean condition, including walls freshly painted white, all light fixtures working, floor swept clean (if carpeting, freshly shampooed). Tenant shall also be responsible for surrendering all keys and codes (where necessary). Should Tenant fail to comply with this provision, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith and Landlord may deduct the cost of thereof from Tenant's Security Deposit. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Tenant and shall be deemed abandoned by Tenant, and, at the option of Landlord, shall become the property of Landlord. All of the foregoing is subject to Articles 11.2 and 12.2 of this Lease.

ARTICLE IX: INSURANCE AND INDEMNITY

ARTICLE 9.1: TENANT'S INSURANCE

Tenant shall maintain, at its own cost and expense, in responsible companies approved by Landlord, combined single limit public liability insurance, insuring Landlord, Landlord's Management Company and Tenant, as their interests may appear, against all occurrences and claims, demands or actions for bodily injury, personal injury or death of any one person in an amount of not less than $1,000,000.00; and for bodily injury, personal injury or death of more than one person in any one accident in an amount of not less than $2,000,000.00; and for damage to property in an amount of not less than $1,000,000.00. If Tenant engages in the sale or allows consumption upon the Premises of wine, beer, or liquor (alcohol sales or consumption of any kind) whether for on site or off-site consumption, Tenant shall maintain, at its own cost and expense, in responsible companies approved by Landlord, Liquor Liability insurance in an amount not less than $2,000,000.00 per occurrence. Additionally, in the case of either a (i) nightclub use or (ii) restaurant use (where dancing or live music occur) Tenant shall maintain an Umbrella Liability insurance in an amount not less than $5,000,000.00. Landlord, Landlord's Management Company, and their directors, officers, employees and agents, shall be covered as additional insureds without limitation in all such policies. All required liability insurance shall have no exclusions or sub-limits for Assault and Battery, Abuse and Molestation or incidents involving Firearms. Landlord shall have the right to direct Tenant to increase such amounts whenever it considers them inadequate. Such liability insurance shall also cover and include all exterior signs maintained by Tenant. The policy of insurance may be in the form of a general coverage or floater policy covering these and other premises, provided that Landlord and Landlord's Management Company are specifically insured therein. Tenant shall carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Premises. Tenant shall maintain insurance covering all glass forming a part of the Premises including plate glass in the Premises and fire insurance against loss or damage by fire or windstorms, with such endorsements for extended coverage, theft, vandalism, malicious mischief and special extended coverage as may be reasonably required or advisable, covering 100% of the replacement costs of any items of value, including but not limited to, signs, stock, inventory, fixtures, improvements, floor coverings, equipment and air conditioning compressors and equipment serving the Premises. Tenant shall maintain worker's compensation insurance as required by applicable law and environmental indemnity insurance if required under Article 7.5 of this Lease. All of said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least 30 days prior written notice to Landlord. Any insurance procured by Tenant shall be primary and shall contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's Management Company and Landlord's insurer. The policies, together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord on or before the day Tenant takes possession of the Premises. Failing to provide and maintain all required insurance shall be considered a material breach of this Lease. Thereafter, Tenant shall provide Landlord with evidence of proof of payment upon renewal of any such policy, not less than 30 days prior to expiration of the term of such coverage. In the event Tenant fails to obtain or maintain the insurance required hereunder, Landlord may obtain same, without any obligation whatsoever to do so, and any costs incurred by Landlord in connection therewith plus a ten percent (10%) administrative fee shall be payable by Tenant upon demand. Nothing herein shall be deemed or construed to either (i) release Landlord's insurer from any obligation to Landlord; or (ii) impair Landlord's rights as to any of its own insurance coverages or policy benefits. NOTWITHSTANDING ANYTHIN TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT IS SOLELY RESPONSIBLE FOR THE INTERIOR OF THE PREMISES AND ALL OF ITS CONTENTS, INCLUDING BUT NOT LIMITED TO, TENANT'S STOCK IN TRADE, FIXTURES, FURNITURE, FURNISHINGS, FLOOR COVERINGS AND EQUIPMENT AND TENANT IS SOLELY RESPONSIBLE TO OBTAIN ADEQUATE INSURANCE AT ITS SOLE COST TO COVER AND PROTECT THE SAME. TENANT HEREBY WAIVES ANY AND ALL CLAIMS AGAINST LANDLORD FOR ANY DAMAGE TO THE PREMISES AND ITS CONTENTS WHICH MAY BE CAUSED BY ANY MATTER, INCLUDING BUT NOT LIMITED TO FIRE, HURRICANES, TORNADO, FLOODING, WATER INTRUSION AND/OR CIVIL UNREST.

ARTICLE 9.2: EXTRA HAZARD INSURANCE PREMIUM

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by the standard form of fire or public liability insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage or public liability insurance which may be carried by Landlord on the Premises or the building of which they are a part, resulting from the type of merchandise sold or services rendered by Tenant or activities in the Premises, whether or not Landlord has consented to the same.

ARTICLE 9.3: INDEMNITY

Tenant, during the Lease Term hereof shall indemnify and save Landlord, Landlord's mortgagee and Landlord's Management Company harmless from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and immediately adjoining the Premises and arising out of the use, operation, occupancy, repair or alteration of the Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its subtenants, agents, contractors, employees, servants, lessees or concessionaires, excepting however such claims and demands, whether for injuries to persons or loss of life, or damage to property, caused by the intentional act of Landlord. If, however, any liability arises in the Common Areas because of the negligence of Tenant, Tenant's subtenants, agents, employees, contractors, invitees, customers or visitors, then in such event Tenant shall hold Landlord and Landlord's management company harmless. In case Landlord or Landlord's Management Company shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord and Landlord's Management Company harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord and/or Landlord's Management Company in connection with such litigation.

ARTICLE 9.4: DEFINITION & LIABILITY OF LANDLORD & LANDLORD'S MANAGEMENT COMPANY

The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder. The term "Landlord's Management Company" as used in this Lease means I.M.C. Property Management and Maintenance, Inc., a Florida corporation, and/or its successors and assigns, or any other property management company or person engaged by Landlord to manage or control the Property or the Premises. It is specifically understood and agreed that there shall be no personal liability on Landlord or Landlord's Management Company in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord or Landlord's Management Company of any of their obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Property or Landlord's Management Company's then existing and applicable insurance policy for the satisfaction of Tenant's remedies.

ARTICLE X: DAMAGE, DESTRUCTION AND CONDEMNATION

ARTICLE 10.1: DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY

A. Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises or the building(s) containing the Premises. Subject to the provisions of Article VI of this Lease which governs repair obligations of the Tenant and the Landlord, in the event the Property or Premises are damaged after the commencement of the Lease Term, the Lease or any extension or renewal thereof shall continue in full force and effect. If the repairs are the obligation of the Landlord as set forth in Article VI of this Lease and to the extent of the damage is less than 50% of the cost of replacement of the Premises, the damage shall promptly be repaired by Landlord, at Landlord's expense, provided that Landlord shall not be obligated to so repair if it is the responsibility of the Tenant to make repairs as set forth in Article VI of this Lease and provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and in no event shall Landlord be required to replace Tenant's contents, including but not limited to, stock in trade, fixtures, furniture, furnishings, floor coverings and equipment which is the sole responsibility of Tenant at its sole cost and expense. In the event of any such damage and (a) Landlord is not required to repair as herein-above provided, or (b) the Premises shall be damaged to the extent of 50% or more of the cost of replacement, or (c) the building of which the Premises are a part is damaged to the extent of 25% or more of the cost of replacement, or (d) all buildings (taken in the aggregate) in the Property shall be damaged to the extent of more than 25% of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election to Tenant within Ninety (90) days after the occurrence of the event causing the damage.

B. If the obligation to repair the Premises falls upon the Landlord as provided for in Article VI of this Lease and if the casualty, repairing, or rebuilding shall render the Premises untenantable, in whole or in part, and the obligation to repair the Premises does not fall upon the Tenant as provided for in Article VI of this Lease and if the damage shall not have been due to the fault or neglect of Tenant, its permitted subtenants, concessionaires, agents, customers or employees, a proportionate abatement of the Base Rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairing or rebuilding, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenantable bears to the floor area of the Premises. If Landlord is required or elects to repair the Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed for business, Tenant shall promptly reopen for business upon the completion of such repairs.

C. Subject to the repair obligations as set forth in Article VI of the Lease and as provided above, in the event the Premises or the building(s) shall be damaged in whole or in substantial part within the last 24 months of the original Lease Term, or within the last 24 months of the last Renewal Term, if renewals are provided for herein, Landlord shall have the option, exercisable within 90 days following such damage, of terminating this Lease, effective as of the date of receipt of mailing notice to Tenant hereof. If any such termination occurs during the Initial Lease Term, any options for renewal shall automatically be of no further force or effect.

D. No damage or destruction of the Premises or the building(s) shall allow Tenant to surrender possession of the Premises nor affect Tenant's liability for the payments of rent or any other covenant contained herein, except as may be specifically provided in this Lease. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild the Premises or the building(s) and may at its own option cancel this Lease unless the damage or destruction is a result of a casualty covered by Landlord's policy and the Landlord elects to rebuild and the Landlord's lender consents to the same.

ARTICLE 10.2: CONDEMNATION

In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of title vesting in such proceeding, and Landlord and Tenant shall thereupon be released from any further liability hereunder. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, as determined by Landlord, then this Lease and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area leased and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord, in any event, be required to spend for such work in an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgagee for the value of the diminished fee. If this Lease is terminated as provided in this paragraph, Landlord shall make an equitable refund of any rent paid by Tenant in advance. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemning authority, and but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures and improvements installed by Tenant at its expense.

ARTICLE XI: DEFAULT

ARTICLE 11.1: DEFAULT

Landlord may, at its option, terminate this Lease, as provided below and take the action outlined in Article 11.2 hereof, if:

1. Tenant defaults in the payment of any rentals or any other payments when due, and such default shall continue for three (3) days after notice from Landlord to Tenant; or

2. Tenant defaults in fulfilling any of the other covenants or obligations of this Lease on Tenant's part to be performed hereunder, and such default has not been cured within twenty (20) days after written notice from Landlord to Tenant specifying the nature of said default; or

3. If the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said 20 day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within such 20 day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than 40 days after notice from Landlord; or

4. If Tenant shall fail to occupy the Premises on the Commencement Date as fixed herein, or anytime thereafter, or shall fail to remain open for business throughout the Lease Term, as hereinbefore provided; or

5. At any time during the term should there be filed by or against Tenant or against any

successor tenant then in possession, in any court, pursuant to any statute, either of the United States or any state, a petition:

(i) in bankruptcy,
(ii) alleging insolvency,
(iii) for reorganization,
(iv) for the appointment of a receiver or trustee,
(v) for an arrangement under the Bankruptcy Acts,
(vi) if a similar type of proceeding shall be filed and any such petition or filing against Tenant has not been dismissed within a period of 20 days; or

6. Tenant makes or proposes to make an assignment for the benefit of creditors.

7. Tenant violates any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property.

ARTICLE 11.2: LANDLORD'S RIGHTS ON DEFAULT

In the event of any default which remains uncured after any applicable cure period and/or if the term of this Lease shall expire, and/or should Landlord elect to terminate this Lease as provided for herein, Landlord shall have the immediate right to re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and or the account of Tenant, all without service of notice or resort to legal process, all of which Tenant expressly waives, and Landlord shall not be deemed guilty of trespass, or become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which is to be in addition to Landlord's lien now or that may hereafter be provided by law. Should Landlord elect to reenter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord, in its sole discretion, may reasonably deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder, from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and to costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant as set forth herein, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord, in in its sole discretion may, without notice, accelerate the rent for the remainder of the stated term and Landlord shall recover from Tenant all damages it may incur by reason of Tenant's default, including the cost of recovering the Premises and, including charges equivalent to rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or 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 Premises, and/or claim of injury or damage. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity, including injunctive relief. In the event of any litigation arising out of enforcement of this Lease, the prevailing party shall be entitled to recovery of all costs, including reasonable attorneys' fees.

Notwithstanding anything in this Lease to the contrary, Landlord reserves all rights which any state or local laws, rules, regulations or ordinances confer upon Landlord against a Tenant in default. This article shall apply to any renewals or extensions of this Lease. This Lease shall be deemed to have been made in the County in which the Premises are located and shall be interpreted, and the rights and liabilities of the parties here determined, in accordance with the laws of the State of Florida.

Upon any successful eviction action against Tenant and upon service of a writ of possession any and all equipment, fixtures and all other personal property remaining upon or in the Premises shall forthwith be deemed abandoned by Tenant and shall become the sole property of Landlord and Landlord shall have the right to use or dispose of the same in Landlord's sole discretion without any liability whatsoever to Tenant or any other person claiming any rights through Tenant.

In the event of a suit being instituted by Landlord to enforce this Lease, Landlord shall, as a matter of right, be entitled to apply at any time during such suit to the court having jurisdiction thereof for: (i) temporary and/or permanent injunctive relief to enjoin any violation of any of the terms of this Lease, including to, but not limited to, any violation of the use provisions of this Lease or Tenant's violation of any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property; and/or (ii) the appointment of a receiver of all Tenant's Property, and of all incomes, profits, issues and revenues thereof from whatsoever source derived. Thereupon, it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases, and said appointment shall be made without reference to the adequacy or inadequacy of the value or security of the Tenant's Property, or to the solvency or insolvency of Tenant or any other party defendant to such suit. Tenant hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Landlord. Tenant further agrees to pay all fees and costs of the receiver and its accountants and attorneys, and all costs, including reasonable attorneys' fees, incurred by Landlord in connection therewith.

During the continuance of any Default by Tenant pursuant to Article 11.1, Landlord or its agents may enter into and upon all or any part of the Premises and retain all of Tenant's property, and may exclude Tenant, its agents and employees wholly therefrom without liability therefor; and having and holding the same may operate, manage and control the Premises and sell or otherwise dispose of the Tenant's property. Landlord shall have the right to manage and operate and sell and dispose of Tenant's property as it shall deem appropriate in its sole discretion. Landlord shall be entitled to collect and receive all earnings, revenues, issues, profits and income of the Tenant's property, all of which shall for all purposes constitute property of Landlord; and after deducting the expenses of all expenses, maintenance, repairs, renewals, replacements, alterations, and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Tenant's property or any part thereof, as well as just and reasonable compensation for the services of Landlord and for all attorneys, counsel, agents, clerks and other employees by it properly engaged and employed, Landlord shall apply the monies arising as aforesaid to the amounts due and to become due under the Lease in such order as Landlord may elect and any excess thereafter shall be held for Tenant.

Tenant expressly agrees to and submits to the jurisdiction and venue of the courts in in Miami-Dade County, Florida and the county courts in which the Premises are located for any suit hereunder.

ARTICLE 11.3: NON-WAIVER PROVISIONS

The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

ARTICLE 11.4: INABILITY TO PERFORM

If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strike, labor disputes, or any cause whatsoever beyond Landlord's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any obligation by Landlord. In the event Tenant is delayed or prevented from performing any of its non-monetary obligations under this Lease by reason of strike, labor disputes, or any cause whatsoever beyond Tenant's reasonable control, the Landlord, at its option may extend the time for Tenant to perform but shall not be obligated to do so. Tenant shall, under no circumstances or reasons or events whatsoever, be excused from performing and paying all monetary obligations called for in this Lease including, without limitation, the obligation to timely pay Rent.

ARTICLE XII: SECURITY

ARTICLE 12.1: SECURITY DEPOSIT

Intentionally deleted.

ARTICLE 12.2: PERSONAL PROPERTY

As additional security for the performance of Tenant's obligations hereunder, Tenant hereby pledges and assigns to Landlord all furniture, fixtures, machinery, equipment, goods, inventory, stock and chattels, licenses, permits and all other personal property and assets, tangible and intangible, of Tenant which are now or may hereafter be owned by Tenant or brought or put in the Premises or used with the Premises, and further grants to Landlord a security interest under the Uniform Commercial Code. Landlord shall have the absolute right and hereby has Tenant's authority to file a UCC-1 or any other document to perfect the same. Nothing therein contained shall be deemed to be a waiver by Landlord of its statutory lien for rent and any other remedies, rights and privileges of Landlord in the case of default of Tenant and shall not be exclusive and, in addition thereto, Landlord may also exercise and enforce all its rights at law or in equity which it may otherwise have as a result of Tenant's default hereunder.

Upon termination of this Lease for any reason any and all equipment, fixtures. licenses and all other personal property remaining upon or in or about the Premises shall forthwith be deemed abandoned by Tenant and shall become the sole property of Landlord and Landlord shall have the right to use or dispose of the same in Landlord's sole discretion without any liability whatsoever to Tenant or any other person claiming any rights through Tenant.

ARTICLE XIII: ADDITIONAL TENANT AGREEMENTS

ARTICLE 13.1: MORTGAGE FINANCING AND SUBORDINATION

This Lease and all of Tenant's rights hereunder are and shall be subordinate to the present and any future mortgage (including any assignment of leases and rents) upon the Property, including renewals, extensions, modifications, replacements consolidations or substitutions of such present or future mortgages and all advances made or to be made thereunder, as well as to any existing ground lease, without the need for any additional document to evidence such subordination, however, Tenant shall, immediately upon request of either Landlord, the holder of any mortgage or Deed of Trust now or hereafter placed upon the Landlord's interest in the Premises or future additions thereto, and to any ground lease now or hereafter affecting the Premises, execute and deliver, immediately upon demand, such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, and ground lease in such form as supplied by Landlord or Landlord's lender or ground lessor. Tenant agrees to execute all agreements required by Landlord's mortgagee or ground lessor or any purchaser at a foreclosure sale or sale in lieu of foreclosure by which agreements Tenant will attorn to the mortgagee or purchaser or ground lessor. In the event Tenant fails or refuses to execute any such documents such shall be considered a material default under this Lease and Tenant hereby appoints and authorizes Landlord and/or Landlord's Management Company to execute any such documents in its place and stead as attorney in fact, and waives any and all rights to object to said documents and fully exculpates and releases Landlord from any liability in connection therewith. This shall not be construed as an obligation of Landlord to execute such documents but shall be in Landlord's sole option to do so, without waiving any of Landlord's rights under this Lease. In the event any tenant improvements are ongoing when and if Landlord may finance or refinance the Property and if Tenant has filed or caused to be filed a notice of commencement, Tenant shall forthwith, upon notice from Landlord, cause such notice of commencement to be terminated and take all steps necessary to obtain any affidavits and waivers of lien required to effectuate such termination.

ARTICLE 13.2: ASSIGNMENT OR SUBLETTING

All assignments of this Lease or sublease of the Premises by Tenant shall be subject to and in accordance with all of the provisions of this Article 13.2.

Tenant may not assign this Lease or sublease the Premises, in whole or in part without first having obtained the written consent of Landlord in Landlord's sole discretion. Any assignment or sublease by Tenant shall be subject to any applicable exclusive use provision or use restriction in any other tenant lease or leases at the Property and may only be for the purpose specified in Article 1.4 and for no other purpose and not use any other business name without the express written authorization of Landlord. In no event shall any assignment or sublease of the Premises release or relieve Tenant from any obligations of this Lease. If Tenant is a corporation and any transfer, sale, pledge or other disposition of more than Ten Percent (10%) of the common stock shall occur, or voting control or power to vote the majority of the outstanding capital stock be changed, such action shall be deemed an assignment under the terms of this Lease and shall be subject to all the terms and conditions hereof.

In the event that Tenant shall seek Landlord's permission to assign this Lease or sublet the Premises, Tenant shall provide to Landlord the name, address, financial statement and business experience resume of the proposed assignee or subtenant and such other information concerning such proposed assignee or subtenant as Landlord may require together with a non-refundable review fee (Assignment Review Fee) not to exceed $1,500.00. The review time for any proposed assignment shall be approximately thirty (30) days from receipt and clearance of the Assignment Review Fee and all required documents. Any proposed and approved assignee or subtenant of Tenant shall assume Tenant's obligations hereunder and deliver to Landlord an assumption agreement in form satisfactory to Landlord no less than 10 days prior to the effective date of the proposed assignment. Landlord may make additional requirements such as increased security deposit or require guaranties with regard to any assignment or sublease in its sole and absolute discretion. Notwithstanding any of the foregoing provisions, if Tenant is or has been at any time in default under any of the terms of this Lease which has not been cured, Tenant may not assign or sublet the Premises in whole or in part. Additionally, Landlord shall not be deemed to have consented to a proposed assignment or sublease or otherwise waived any of Landlord's right or remedies if Landlord accepts a rent payment, a check or negotiable instrument from any party other than Tenant including but not limited to the proposed assignee or sublessee prior to Landlord's written consent to an assignment or sublease being duly executed and delivered to Tenant.

In the event of any sublease or assignment of all or any portion of the Premises where the rent in the sublease or assignment exceeds the rent or pro rata portion of the rent, as the case may be, for such space in the Lease, Tenant shall pay the Landlord monthly, as additional Rent, at the same time as the monthly installments of rent hereunder, one-half (1/2) of the excess rent paid for the sublease over the rent in this Lease applicable to the sublease space.

Tenant shall pay Landlord's reasonable attorney's fees and administrative processing and review fees in connection with any proposed assignment or sublease, the payment of which shall be a condition for any proposed assignment or sublease. Notwithstanding anything to the contrary contained herein, Landlord may, in its sole discretion, require any approved assignee or sublessee to enter into a new lease with Landlord with terms and conditions acceptable to Landlord.

ARTICLE 13.3: TENANT'S NOTICE TO LANDLORD OF DEFAULT

Should Landlord be in default under any of the terms of this Lease, Tenant shall give Landlord prompt written notice thereof in the manner specified in Article 14.1-Notices, and Tenant shall allow Landlord a reasonable length of time in which to cure such default, which time shall not in any event be less than Thirty (30) days from the date of receipt of such notice.

ARTICLE 13.4: SHORT FORM LEASE

Tenant agrees not to record this Lease or any memoranda without the express prior written consent of Landlord.

ARTICLE 13.5: SURRENDER OF PREMISES AND HOLDING OVER

A. Tenant shall give written notice to Landlord not less than 60 days (unless there exists or remains active Renewal Options, then the time frame shall be governed by Article 15.1 below) prior to the expiration of the current Lease Term in effect of Tenant's intention to: (i) vacate the Premises at the end of the Lease Term or extension or renewal; or (ii) to attempt to enter into a new lease agreement for the Premises at terms to be negotiated by Landlord and Tenant in Landlord's sole and absolute discretion with no obligation whatsoever, if no such renewal or extension rights remain; or (iii) to terminate the lease early at any time after the sixth (6^{th}) month.

B. At the expiration of the tenancy and subject to Article 13.5(A), Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. In the event Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder, whether or not with the consent or acquiescence of Landlord, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant at will on a week-to-week tenancy and in no event on a month-to-month or on a year-to-year tenancy. The rent during this week-to-week tenancy shall be payable weekly at twice the Base Rent, twice the percentage rent (if applicable), and twice all other charges due hereunder, and shall be subject to all other terms, conditions, covenants, provisions and obligations of this Lease, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

ARTICLE 13.6: ESTOPPEL CERTIFICATE

Tenant agrees to provide at any time, within 10 days of Landlord's or Landlord's lender's written request a statement certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, same are in full force and effect as modified and stating the modifications and the dates to which the Base Rent and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Premises.

ARTICLE 13.7: COMPLIANCE WITH LAWS

Tenant, at its sole expense, shall use high diligence in complying with all laws, rules orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to and arising out of Tenant's use or occupancy of the Premises. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Premises, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that whenever alterations are made, the affected portion of the Premises are readily accessible to and usable by individuals with disabilities. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with this subparagraph and shall indemnify, defend and hold Landlord, Landlord's Management Company and Landlord's mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph.

ARTICLE 13.8: RELOCATION

Recognizing that the Property has a number of tenant spaces, and that the needs of tenants for rental space may vary from time to time, and in order for Landlord to accommodate Tenant and prospective tenants, Landlord reserves the right and Tenant does hereby agree that Landlord, at its option, and upon giving Tenant thirty (30) days notice in advance thereof to Tenant, may relocate or otherwise transfer Tenant from the Premises to any other available space at or within the Property of substantially similar size and area and substantially similar rental. Landlord agrees to bear the cost of the reasonable expense of such transfer as well as the reasonable cost and expense of renovations or alterations necessary to make the relocation space substantially similar to the original space. Landlord shall decide in Landlord's sole discretion if the relocation space is substantially similar to the original space. Following such transfer and relocation, the within Lease shall continue in full force and effect as if such relocation space were the Premises originally demised hereunder. In the event that Tenant should refuse to participate in the relocation process, or fail to relocate and transfer within thirty (30) days from the receipt of written notice as referenced hereinabove, Tenant shall be in default under the Lease, and Landlord will be entitled to all remedies provided upon default according to the Lease. Except as provided for in this section Landlord shall have no other obligations with respect to Tenant regarding the relocation space.

ARTICLE XIV: MISCELLANEOUS PROVISIONS

ARTICLE 14.1: NOTICES

Whenever notice shall or may be given to either of the parties by the other, each such notice shall be either delivered in person or sent by recognized national overnight carrier or by registered or certified mail, with return receipt requested.

Notice to Landlord shall be sent to: 1227 NW 40th Avenue
Lauderhill, FL 33313
Attention: Lease Administration

Notice to Tenant shall be sent to the Premises address unless written notice is otherwise given to Landlord.

ARTICLE 14.2: ENTIRE AND BINDING AGREEMENT

This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. The parties hereto acknowledge that this instrument represents the full and complete Agreement of the parties and that there are no oral representations by either party that have not been completed or constitute a condition precedent to the validity of this Agreement. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors and assigns, except as may be otherwise expressly provided in this Lease. Landlord, Landlord's Management Company, their officers, representatives, employees and agents make no representations whatsoever to Tenant with regard to this Lease, the Premises, or any other matter unless specifically set forth in this Lease in writing. Tenant represents and warrants that it has not relied on any representations whatsoever in entering into this Lease other than as expressly set forth in this Lease.

ARTICLE 14.3: PROVISIONS SEVERABLE

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

ARTICLE 14.4: CAPTIONS

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this

Lease to which they relate.

ARTICLE 14.5: RELATIONSHIP OF THE PARTIES

Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

ARTICLE 14.6: FINANCIAL STATUS

Tenant agrees to furnish to Landlord within 5 business days after request therefore which request may not be more frequent than annually or as required by Landlord's lenders, an updated current financial statement of Tenant and all Guarantors to the Lease.

ARTICLE 14.7: BUSINESS ENTITY STATUS

If Tenant is a business entity and this Lease is signed on behalf of Tenant by a person in a representative capacity, the person or persons signing in such capacity represents and warrants to the Landlord and its successors and assigns that the execution and delivery of this Lease has been duly and validly authorized and all requisite actions have been taken to make it valid and binding on the entity they represent. Furthermore, the entity they represent will, on the date of the commencement of this Lease, be duly organized, validly existing and in good standing in the state of organization and entitled to conduct its business in the state where the Premises are located and remain validly existing and in good standing during the entire term of this Lease and any renewals or extensions of this Lease. In the event of a breach of any of the foregoing representations or warranties, or if the entity ceases to exist for any reason, the person or persons signing on behalf of Tenant shall be personally responsible for the Tenants obligations under this Lease and any amendments or extensions thereto.

ARTICLE 14.8: ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or equity. EXCEPT FOR LANDLORD ACCEPTING PAYMENT OF THE FULL BALANCE DUE, THE PARTIES AGREE THAT LANDLORD'S ACCEPTANCE OF RENT DURING THE PENDENCY OF ANY ACTION FOR EVICTION SHALL NOT CONSITITUTE A WAIVER NOR ESTOPPEL OF LANDLORD'S RIGHT TO PROCEED WITH SUCH EVICTION PROCEEDING.

ARTICLE 14.9: BROKER'S COMMISSION

Tenant represents and warrants that it has not dealt with any real estate agent or broker in connection with this transaction other than Landlord's broker, if any. If Tenant's representation and warranty as aforesaid proves to be untrue, Tenant will indemnify the Landlord and Landlord's Management Company against all resulting liabilities, costs and expenses, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the expiration or sooner termination of the Lease Term.

ARTICLE 14.10: PAPER CHECK PROCESSING

Notice is hereby provided to Tenant that its paper checks sent to Landlord may be converted to images by use of a scanner and that the transaction may be completed through and/or as the Automated Clearing House network or Image Replacement Documents or Check Image Exchange as permitted under Check Clearing under the 21st Century Act, 12 USC 5001 et. seq. and the regulations thereunder (the "Services"), when applicable. Unless Tenant notifies Landlord in writing not to process Tenant's paper checks using the Services, Tenant's paper checks may be converted to images and processed using the Services. Tenant hereby authorizes Landlord to convert Tenant's paper checks to images and process them through the Services.

ARTICLE 14.11: LANDLORD'S MANAGEMENT COMPANY

Tenant shall abide by and comply with all directions, instructions and requests made by Landlord's Management Company.

ARTICLE 14.12: OFAC

Tenant represents and warrants that neither it, nor any of its affiliates or representatives, nor any Person directly or indirectly holding any legal or beneficial interest whatsoever in Tenant (collectively "Related Parties") is, or at any time during the term of this Lease shall be: (i) a Person with whom a United States Person or financial institution established under the laws of the United States is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under U.S. law, regulation, executive order (including without limitation, executive orders and lists published by the United States Office of Foreign Asset Control with respect to "Specially Designated Nationals and Blocked Persons") or otherwise, (ii) included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended, (iii) in violation of any provisions of the USA Patriot Act, Pub. L. No. 107-56. For purposes of this paragraph "Person" means any individual, partnership, corporation, limited liability company, trust or other entity, and "United States Person" means a person that is a citizen or resident of the United States, a corporation, partnership, limited liability company, or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust the income of which is subject to United States federal income taxation regardless of its source. Notwithstanding, if Tenant is a publicly traded entity, this paragraph shall not apply to Related Parties to the extent that such Person's interest in the Tenant is through a U.S. Publicly Traded or Pension Entity. "U.S. Publicly-Traded or Pension Entity" means either (A) a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person, or (B) an "employee pension benefit plan" or "pension plan" as defined in Section 3(2) of ERISA. Tenant covenants and agrees to deliver to Landlord upon request any certification or other evidence requested confirming compliance with the provisions of this Section. In addition, Tenant hereby authorizes Landlord and any of its affiliates to submit and/or release any and all information it may deem appropriate to determine whether Tenant complies with this paragraph throughout the Lease Term. In the event any of the representations in this paragraph are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable default, entitling Landlord, in addition to all other remedies at law or in equity, to terminate this Lease on five (5) days written notice to Tenant.

ARTICLE 14.13: COUNTERPARTS/FACSIMILE AND ELECTRONIC SIGNATURES/SCANNED COPIES

This Lease may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the parties hereto. Facsimile and electronic signatures shall have the same effect as original signatures and electronically scanned copies of this Lease shall have the same effect as and constitute an original.

ARTICLE 14.14: RULE OF CONSTRUCTION.

The parties acknowledge that each party and its counsel, if any, have reviewed and have had the opportunity to revise this Lease and that it has not been written solely by one party or counsel for one party, each hereby acknowledging that they participated fully in the drafting of this Lease. The parties therefore stipulate and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto to favor one party against another and that no court construing this Contract shall construe it more stringently against one party than the other. Tenant warrants and represents that it has not been coerced into entering this Lease, nor has Landlord or any other person or entity exercised any pressure or undue influence on Tenant to enter into this Lease, it being hereby stipulated and agreed that this Lease shall be construed as being jointly prepared and written by all the parties hereto. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties as may be required.

ARTICLE 14.15: CHOICE OF LAW / VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Tenant expressly agrees to and submits to the exclusive jurisdiction and venue of the courts in Broward County, Florida, expressly waiving any and all objections to such venue lying in Broward County, Florida, including, without limitation forum non-convenes, residency or where such cause of action accrued, for any suit hereunder. Tenant further agrees that any action interposed by Tenant against Landlord and/or any counterclaim to any Landlord action against Tenant may only be instituted or imposed in the courts in Broward County, Florida, such venue being agreed as exclusive and proper.

ARTICLE 14.16: COURSE OF DEALING; AMENDMENT; SUPPLEMENTAL AGREEMENTS.

No course of dealing between the parties hereto shall be effective to amend, modify, or change any provisions of this Lease. This Lease may not be amended, modified, or changed in any respect except by an agreement in writing signed by the party against whom such change is to be enforced. No statement in any tenant estoppel certificate shall be enforceable against Landlord or be effective to change or modify any term or provision of this Lease.

ARTICLE XV: OPTIONS

ARTICLE 15.1: RENEWAL OPTION(S)

Intentionally Deleted

ARTICLE XVI: WAIVER OF TRIAL BY JURY

ARTICLE 16.1: WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INSTRUMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, LANDLORD'S MANAGEMENT COMPANY OR THEIR AGENTS. TENANT FURTHER WAIVES TRIAL BY JURY IN ANY ACTION, PRECEDING, OR COUNTERCLAIM BROUGHT BY IT AGAINST LANDLORD IN ANY AND ALL MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, RELATIONSHIP OF LANDLORD AND TENANT AND THE TENANT'S USE OF OR OCCUPANCY OF THE PREMISES. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTER CLAIM IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NON PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT HEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD LEASING THE PREMISES TO THE TENANT.

ARTICLE XVII: ATTACHMENTS

ARTICLE 17.1: ATTACHMENTS

The Attachments listed hereunder and if attached to this Lease are incorporated and made a part hereof by reference:

Premises Description
Work Letter (if applicable)
Rules and Regulations (if applicable)
Exterior/Interior Sign Criteria
Guaranty (if applicable)

ARTICLE XVIII: GUARANTIES

ARTICLE 18.1: GUARANTIES

Intentionally Deleted.

ARTICLE XIX: SPECIAL CLAUSES

ARTICLE 19.1: SPECIAL CLAUSES

In case of discrepancy between the Lease Agreement and the Special Clauses found here under (if any), the Special Clauses shall in all cases supersede any language in the Lease and shall control.

A. Initial Funds: If any portion of the security deposit or first month's rent provided by Tenant to Landlord fails to clear funds from the bank from which it is drawn then at Landlord's sole discretion the Lease shall become null and void and Landlord shall be granted the right by Tenant to re-enter the premises for the purpose of re-taking possession of same and changing all entry locks. Tenant is hereby waiving its rights to possession of the leases premises if said default occurs; and grants right of entry to Landlord without cause for action or eviction through the court system.

B. Confidentiality: Tenant is a governmental entity and all documents in its possession are deemed public records in accordance with the Government-in-the-Sunshine Public Records Law, Florida Statutes, Chapter 119.

C. Early Termination: Effective November 30th,2024 Tenant has the right to early terminate the Lease only by providing Landlord a minimum of sixty (60) days' written notice via certified mail return receipt hereinafter, ("Early Termination Notice"). If the last day of the sixty (60) days' notice does not land on the last day of a calendar month, then the early termination of the Lease shall be automatically extended to the last day of said calendar month hereinafter, ("Early Termination Date"). Tenant shall be responsible for all rents, additional rents and utilities through and including the Early Termination Date or the date that Tenant surrenders the Premises to Landlord in broom swept condition, whichever occurs last.

D. Existing Office Furniture and Equipment: Landlord grants to Tenant, without warranty or guaranty, implied or otherwise, as to condition or working order, the full use of the Landlord's Office Furniture and Equipment (List Below). Said furniture is the sole property of the Landlord and same shall be left in the Leased Premises upon the expiration of this Lease. Tenant shall maintain in good working order Landlord's Office Furniture. Landlord shall have no responsibility to repair or replace any furniture on this list or in the Leases Premises.

Furniture List:

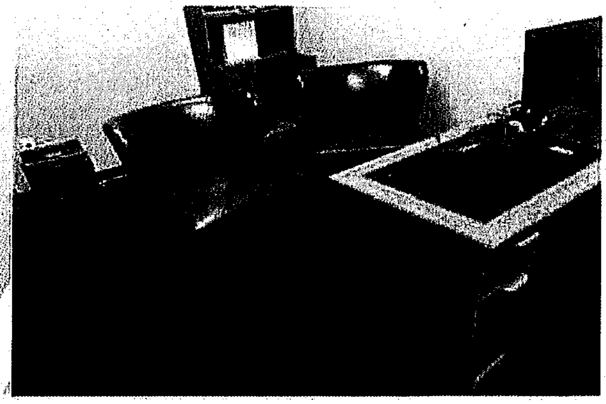
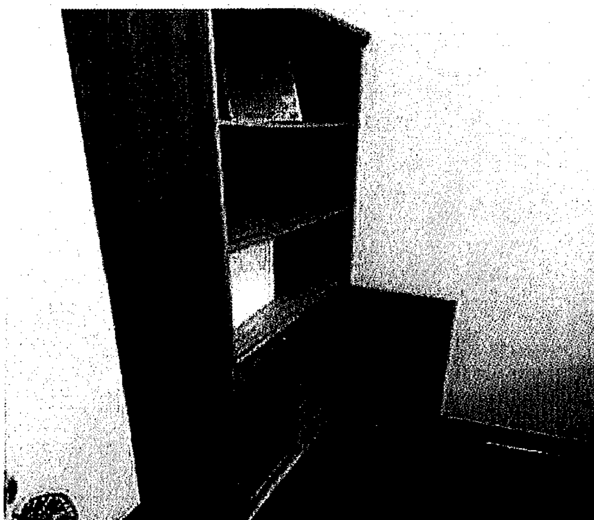
- **Lobby – 12 black chairs, wall décor, 2 Sharp tv 55".**
- **Reception area – 2 office chairs, 2 black file metal cabinet, 1 key box.**
- **Administration office - office desk, 1 executive chair, 2 chairs, office wall unit, 1 black metal file cabinet.**
- **Conference Room – Conference table with 6 executive chairs – gray and black.**
- **Staff Lunchroom – 1 Whirlpool refrigerator, microwave Kenmore Elite, High top table and 6 high top chairs, 2 colorful sofas, 15 spaces metal locker blue color.**
- **7 Personal offices – Each office includes 1 desk, 1 executive chair, 2 visitor chairs, 1 black metal file cabinet.**
- **Room #1 – Reception counter L shape with glass top, include 1 executive chair, 3 black desks, L shape, 3 executive chairs, 4 black file cabinet, 2 black wood cabinet shelves.**
- **Room #2 – Office desk, conference table with 6 chairs, gray and black, bookshelf, black sofa, 4 metal file cabinets.**
- **Room #-3 – 6 office desks, 7 computer chairs (orange), 1 conference room with 6 chairs (brown), 3 storage shelf systems, 1 storage bookshelf, one black credenza.**

- **Room #4 – 1 office desk, 1 executive chair, 1 metal file cabinet, 11 sofa chairs (black)**
- **Room #5 – 1 office desk, 1 executive chair, 1 metal file cabinet, 16 sofa chairs (colorful).**
- **Room #6 – 1 office desk, 1 executive chair, 1 metal file cabinet, 10 sofa chairs (colorful).**
- **Room #7 - 1 office desk, 1 executive chair, 1 metal file cabinet, 11 sofa chairs (colorful).**
- **Room #8 - 1 office desk, 1 executive chair, 1 metal file cabinet, 17 sofa chairs (colorful).**
- **Room #9 – 1 office desk, 1 executive chair, 1 metal file cabinet, 11 black sofa-chair.**
- **Room #10 — 1 office desk, 1 executive chair, 1 metal file cabinet, 13 black and red sofa-chair.**
- **Room #11 - 1 office desk, 1 executive chair, 1 metal file cabinet, 16 black sofa-chairs.**
- **Room #12 - 1 office desk, 1 executive chair, 1 metal file cabinet, 12 black and red sofa-chair.**
- **File Room – 4 metal file cabinets, 1 metal draw cabinet.**
- **Kitchen – 1 Central restaurant 3 door refrigerator model 69K-033, 1 2 door Maxx cold freezer model Mxcf-49fd, oven Cros Cor double tear, Manitowoc Ice maker, 2 Aluminum prep table, 1 Kenmore Elite microwave, 50 cups Proctor Smax commercial coffee maker.**
- **Computer Room – 6 computers lab tables, 1 metal file cabinet.**
- **Manager's office - 1 wood executive desk L shape with 2 file cabinet (wood), 1 file cabinet credenza, 1 Whirlpool refrigerator, 1 Toshiba microwave, 2 sofa chairs (purple), 1 gray sofa, 1 Sony tv 72" LD, 1 large wall unit color brown and grey. (all furniture alike).**
- **Exame room – table and chair.**
- **17 – Sharp 55" Flat Panel TVs**
- **2 – Sony 82" Flat Panel TVs**

Exhibit A

Pictures of Existing Office Equipment

(Pictures are meant to be a visual aid to the List, but does not constitute the entirety of the List.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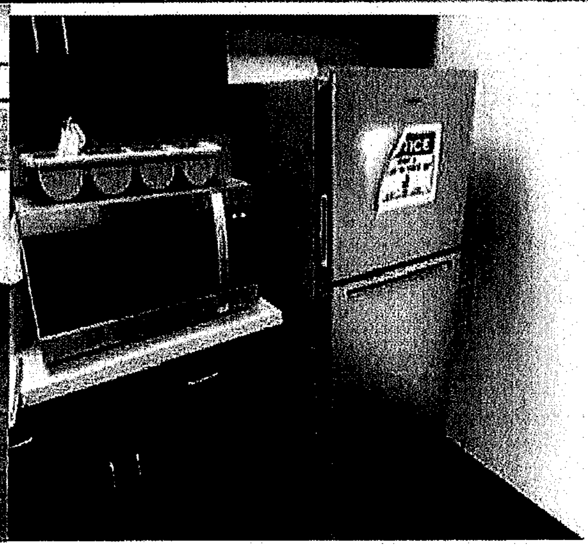
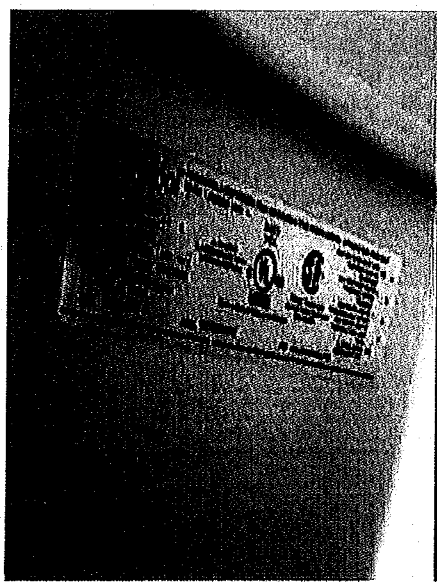
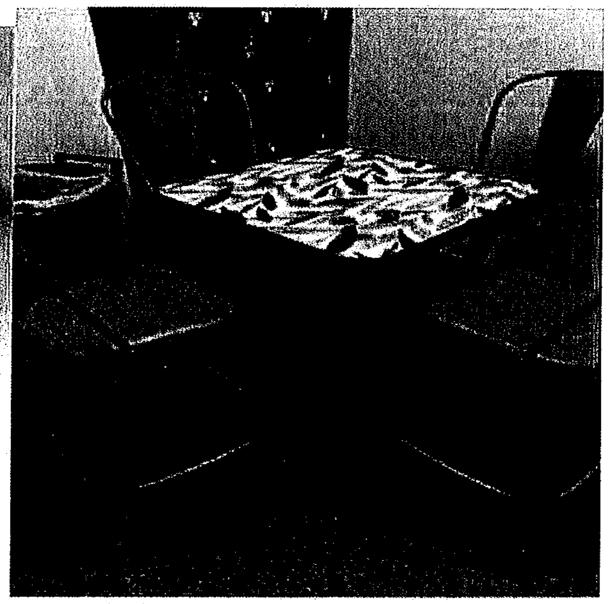
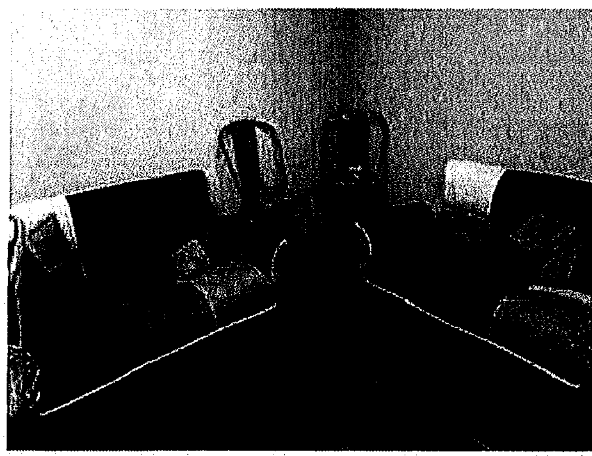
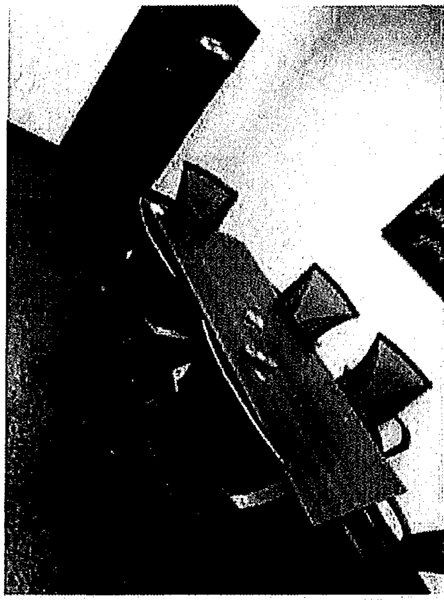
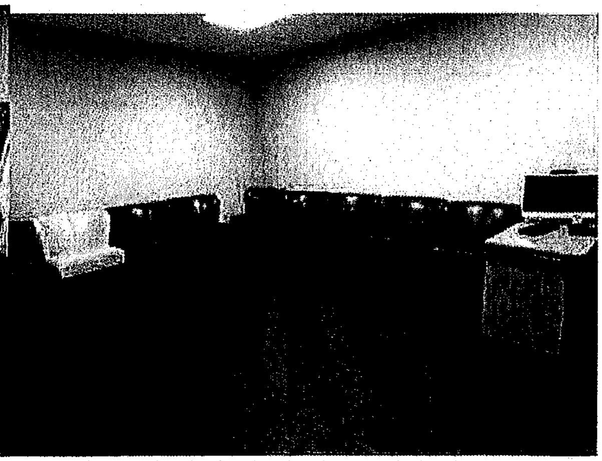
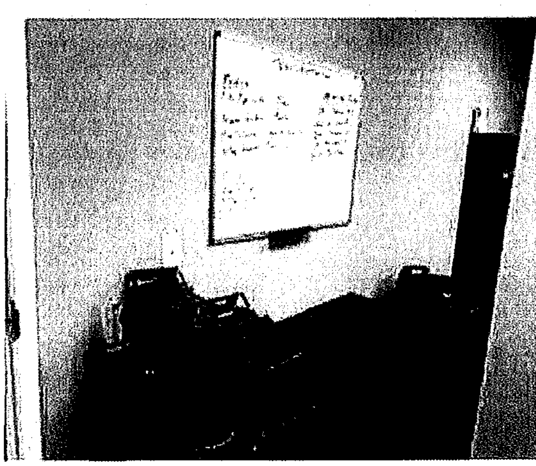


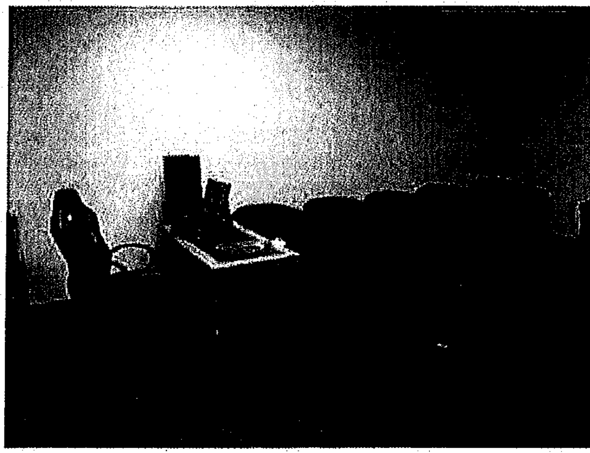
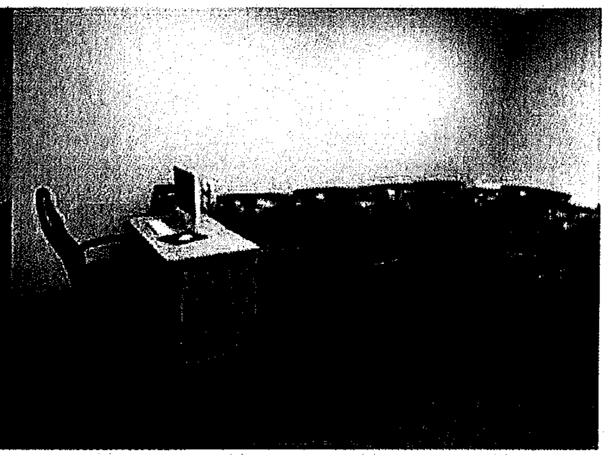
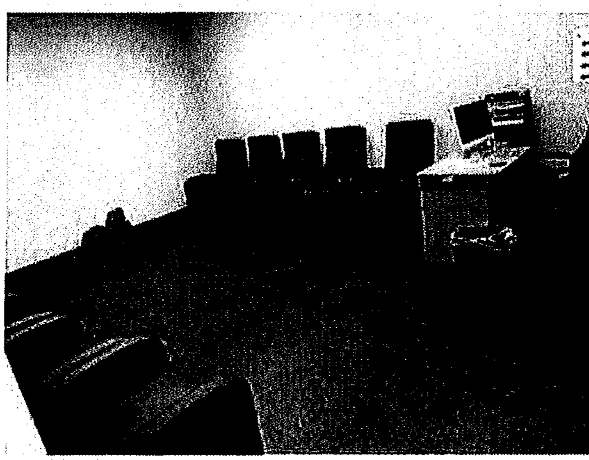
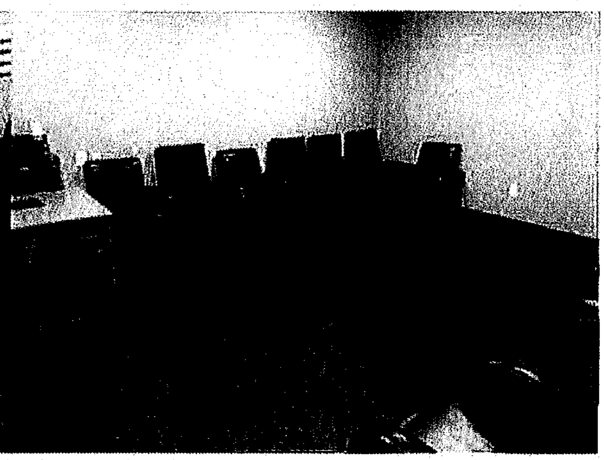




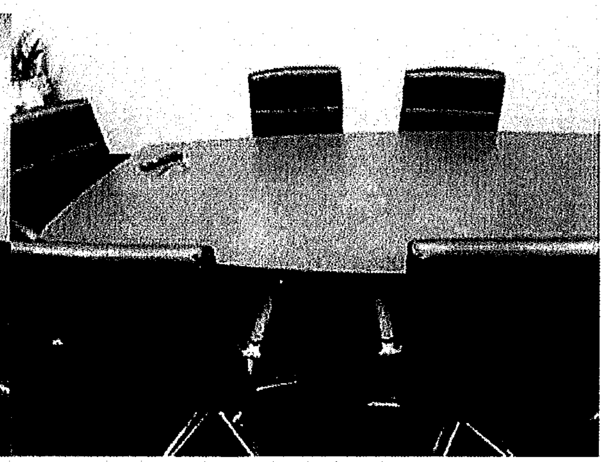





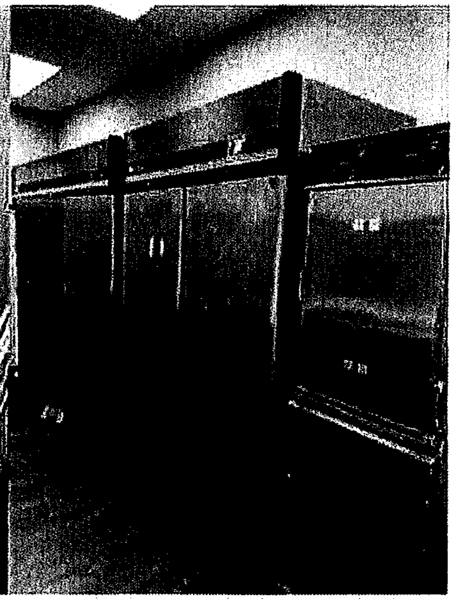
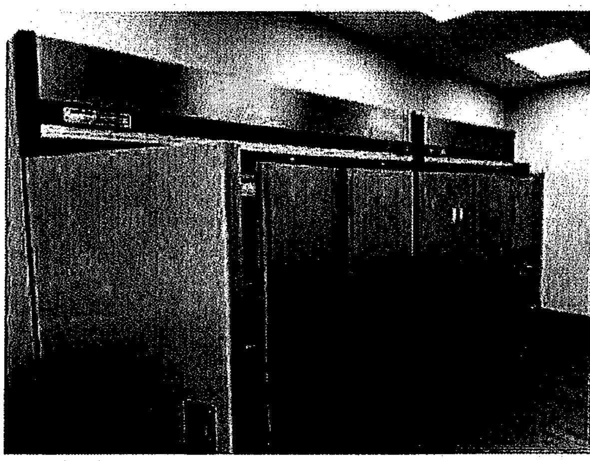
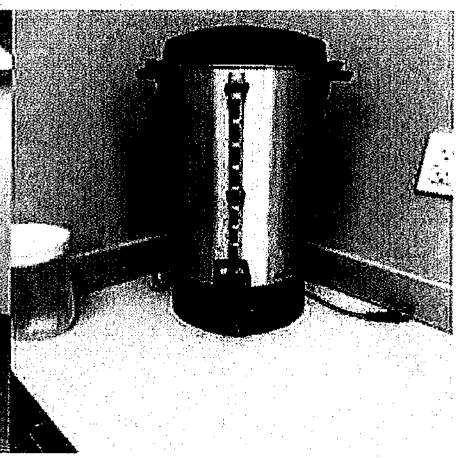






Kitchen

IN WITNESS WHEREOF, as of the date first written above, Landlord and Tenant acknowledge that they have read this entire Lease; that this Lease was executed and agreed to with the full understanding of its purpose and meaning; the execution of this Lease is the free and voluntary act of each of the parties hereto, each party believing the terms to be fair, just and reasonable.

WITNESSES: Landlord: **Lauderhill Mall Investment, LLC**

Witness #1 Signature

Oscar Fiallos

Witness #1 Printed Name

By: ______________________

Duly Authorized Yoram Izhak, MGR.

Tenant: **City of Lauderhill**

Witness #1 Signature

____

Witness #1 Printed Name

By: ______________________

Print Name: Desorae Giles-Smith.

Title: City Manager

PREMISES DESCRIPTION

None available or provided.

WORK LETTER

Landlord to provide only the following Tenant Improvements at Landlord's cost, provided Landlord first approves Tenant's plans in accordance with the terms of this Lease:

None, the Premises are being provided by Landlord in their "AS IS" condition and are accepted by Tenant in such "AS IS" condition.

RULES AND REGULATIONS

1. Tenant shall observe Mall Hours of Operation – currently Monday through Saturday 10:00 A.M. to 9:00 P.M., Sunday 11:00 A.M. to 6:00 P.M. Special Holiday Hours to be announced in advance. Hours of Operation are subject to change at Landlord's sole discretion.
In the event Tenant shall fail to operate and maintain mall hours, Landlord, in in its sole discretion, may impose a One Hundred Dollar ($100.00) fine per occurrence

2. No part or the whole, without the express written consent of the landlord, of the sidewalks, plaza areas, entrances, passages, courts, elevator, stairways, corridors or halls of the building or the real property shall be obstructed or encumbered by any Tenant or used for any purpose other than to ingress or egress to and from the space or unit demised to such Tenant. The areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.
In the event Tenant shall fail to maintain these, Landlord, in in its sole discretion, may impose a One Hundred Dollar ($100.00) fine per occurrence

3. No awnings or other projections shall be attached to the outside walls or windows of the building. No curtains, blinds, shades, or screens shall be attached to or used in connection with any window or door of the space demised to any Tenant other than those approved by the Landlord.

4. No sign, advertisement, object, notice or other letters shall be exhibited, inscribed, painted, or affixed on any part of the outside or the inside of the Tenant's Premises so as to be visible from the exterior, without prior written consent of the Landlord.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the building.

6. The water and wash closet and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including without limitation, coffee grounds) shall be thrown therein. All damages resulting from any misuse of the plumbing fixtures shall be borne by the Tenant who, or whose agent, employees, visitors, licensees, contractors, or suppliers shall have caused such damage.

7. No Tenant nor any of its agents, employees, visitors, licensees, contractors, or suppliers may at any time bring or keep upon the lease Premises any flammable, combustible, or explosive fluid, chemical or substance without the Landlord's prior approval; and Tenant shall obey fire regulations, fire codes and procedures governing said leased space and building.

8. No Tenant shall mark, paper, paint, bore into or make any alterations or additions to or in any way deface any part, including equipment and fixtures, in the lease space or the building of which it forms a part, without the prior written consent of the Landlord. If any Tenant desires to install any floor covering other than the carpeting, this is subject to the approval and prior consent of Landlord, and such floor covering shall be installed in accordance with the manufacturer's specifications

9. No cooking shall be done or permitted by any Tenant in the leased space without the prior written consent of the Landlord, provided, however, the heating, refrigerating, and preparing beverages and light snacks by employees shall be permitted if there are appropriate facilities and equipment for such purpose. No Tenant shall cause or permit any unusual or objectionable odors to be placed upon or emanate from the leased space. This rule shall not apply to a restaurant.

10. No Tenant shall make or permit to be made, any unseemly or disturbing noises or odors or disturb or interfere with other Tenants or occupants of the building, or neighboring buildings or Premises whether by the use of any musical instrument, radio, television set or other audio device, unusual noise, whistling,

singing or in any other way
In the event Tenant shall fail to maintain these, Landlord, in in its sole discretion, may impose a One Hundred Dollar ($100.00) fine per occurrence

11.No Tenant shall use or occupy or permit any portion of the space demised to such Tenant to be used or occupied as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or illegal drugs, except those used in the normal course of business.

12. The Landlord shall have the right to prohibit any advertising by the Tenant which, in the Landlord's opinion, tends to impair the reputation of the building, and upon notice from the Landlord, such Tenant shall refrain from or discontinue such advertising.

13. No space demised to any Tenant shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

14. Outside Storage: No outside storage of any item is permitted.
In the event Tenant shall fail to maintain these, Landlord, in in its sole discretion, may impose a One Hundred Dollar ($100.00) fine per occurrence

15. Canvassing, soliciting, and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

16. No animals of any kind shall be brought into or kept about the interior or exterior of the building by any Tenant without prior written consent of Landlord. This rule shall not apply to a pet shop.

17. No Tenant shall install or allow installation of a television, radio or a radio antenna or any other similar antenna on the roof, in the window or upon the exterior of the leased space of the building, without prior written consent of Landlord.

18. No Tenant shall tie into or permit others to tie into the common electricity supply on the Premises without prior written consent by the Landlord.

19. No Tenant shall remove, alter, or replace the building standard ceiling light fixtures in a portion of the leased space without prior written consent by the Landlord.

20. Except for the purpose of emergency, notices, posters, or other types of media will not be permitted to be affixed on the exterior of the building or the interior of the building where they are visible from the exterior of the building.

21. Business machines and mechanical equipment belonging to the Tenant which cause noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree to be objectionable to the Landlord or to vibration eliminators must be properly sound insulated sufficiently to eliminate such noise and vibration.

22. Tenant shall immediately notify the building manager of any serious breakage, or fire or disorder, which comes to his attention in the Premises or any other common areas of the building.

23. Intentionally deleted.

24. Tenant shall not burn any trash or garbage of any kind in or about the demised Premises.

25. Tenant shall not permit the use or placement of doormats or the like on the exterior of any entrance door of the demised Premises.

26. Parking spaces associated with the building are intended for the exclusive use of passenger vehicles. Except for intermittent deliveries, no vehicle other than passenger automobiles may be parked in a parking space without the express permission of the Landlord. Such vehicles violating the aforementioned criteria will be towed without notice at the Tenant's expense.

27. Tenant shall not allow any trucks, vans, and equipment or delivery vehicles to block or impede normal traffic flow about the building. Tenants will not be allowed to park such vehicles or equipment in a location that will impede other tenants from obtaining access to their loading areas or that impedes the normal flow of vehicle traffic or fire department vehicle access

28. Dumpsters are not to be used for move-ins or move-outs or any construction debris or waste whatsoever. Tenant needs to make arrangements for excess trash removal straight from the unit. Landlord can give assistance with locating a service. Tenant will be charged for the removal of any items disposed of in excess in the trash bins.

29. All loading and unloading of goods shall be done only in such areas, and through the entrances designated for such purposes by Landlord.

30. All garbage and refuse shall be kept in the type of container specified by Landlord and shall be placed outside of the Premises and prepared for collection in the manner and at such time and place as specified by Landlord. Tenant shall provide for same at Tenant's cost.
In the event Tenant shall fail to maintain these, Landlord, in in its sole discretion, may impose a One Hundred Dollar ($100.00) fine per occurrence

31. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord. Tenant shall not place or permit any obstruction or merchandise in such areas.
In the event Tenant shall fail maintain these, Landlord, in in its sole discretion, may impose a One Hundred Dollar ($100.00) fine per occurrence

32. The Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Center, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

EXHIBIT "D"
INTERIOR MALL SIGN CRITERIA

Landlord agrees that if not in default under this Lease, Tenant shall place and maintain one (1) neon or LED illuminated sign directly over the Premises on the vertical surface of the front of the Unit subject to rules, regulations and orders of governmental authorities having jurisdiction thereover, and the following:

A. All signs shall consist of individually mounted channel or reversed channel letters on a raceway with channels constructed of either:

    1. Aluminum with baked enamel finish (aluminum must be etched and primed prior to the final baked-on finish)
    2. Satin anodized aluminum
    3. Stainless steel

B. Each individual channel or reversed channel letter must have a minimum height of eighteen (18) inches, a minimum depth of four and one half (4-1/2) inches, and a maximum height of thirty (30) inches. Should there be secondary level wording, letters must be a minimum of nine (9) inches.

C. Each individual channel letter plastic face must be one of the following styles:

    1. Exposed edge elastic face
    2. Inset plastic face
    3. Plastic face with metallic plastic trim retainer

D. Each individual letter must be mounted on a raceway in the following manner:

    1. Centered from top to bottom on the vertical surface of the exterior of the building of which the Unit forms a part.
    2. The entire sign (all letters) must be centered directly over the demised Premises with no letter extending closer than twelve (12) inches to the demising wall between stores.
    3. All neon or LED, individual channel letter mounting devices and electrical conduit, transformers, junction boxes, etc. must be concealed within each individual channel letter and/or raceway. All electrical components must be UL approved and listed.

E. The color of the individual channel letters shall be red unless otherwise approved by Landlord in writing. Raceway colors shall be approved by Landlord.

F. All interior signs shall be maintained by Tenant in good order and proper repair at all times during the terms of this Lease or any extension or renewal thereof.

G. Plans for sign must be submitted in writing to Landlord for its written approval prior to installation thereof. Approval of said sign by Landlord shall be subject to location and size limitations as deemed necessary by Landlord to provide a uniform appearance throughout the center.

H. Sign installation shall be performed by a licensed and insured sign contractor. Electric to sign shall be performed by a licensed and insured electrical contractor. All installation shall be scheduled through Landlord's office and performed prior to or after the business hours for the Mall. All safety and clean up standards will strictly be enforced.

I. Tenant must complete the installation of said interior sign prior to opening for business.

J. Tenant, upon Lease expiration and vacating of Premises shall be responsible for removing Tenant's signs and restoring surfaces to the original conditions (e.g., removal of wiring, plugging, holes, painting, etc.).

EXHIBIT D
EXTERIOR SIGN CRITERIA

Landlord agrees that, if Tenant is not in default under this Lease, Tenant shall place and maintain one (1) neon or LED illuminated sign directly over the demised Premises on the vertical surface of the exterior front of the building of which the Leased Premises forms a part, subject to rules, regulations and orders of governmental authorities having jurisdiction thereover, and the following:

A. All signs shall consist of individually mounted plex face neon illuminated channel letters on a raceway:

   1. 040 Aluminum fabricated minimum
   2. Black returns

B. Raceway color shall match the Sherwin Williams color of the façade area where sign is mounted. Landlord will provide the color.

C. The primary name of the Premises must be individual channel letters that are a minimum of eighteen (18) inches high with a maximum height of thirty (30) inches. Minimum depth of each letter must be four and one half (4-1/2) inches. Should the sign have secondary level wording, letters must have a minimum height of twelve (12) inches.

D. Each individual channel letter plastic face must be 2415 Red or Standard White plex. Corporate logo and/or trademark colors are acceptable.

E. Each individual channel must be mounted on a raceway in the following manner:

   1. Centered from top to bottom on the vertical surface of the exterior of the building of which the Leased Premise forms a part
   2. The entire sign (all letters) must be centered directly over the demised Premises on the vertical surface of the exterior front of the building of which the Leased Premises forms a part with no letter extending closer than eighteen (18) inches or 80% of facade to the demising wall between each store.
   3. All neon, individual channel letter mounting devices and electrical conduit, transformers, junction boxes, etc. must be concealed and must conform to South Florida Building Code.

F. All exterior sign shall be maintained by Tenant in good order and proper repair at all times during the terms of this Lease or any extension or renewal thereof.

G. Plan for all signs must be submitted in writing to Landlord for its written approval prior to installation thereof. Approval of said sign by Landlord shall be subject to location and size limitations as deemed necessary by Landlord to provide a uniform appearance throughout the shopping center. Sign Permit must be obtained for all signs and must conform to Ordinances of City.

H. Bucket truck must be used to install all exterior signs. Tenant will be responsible for any damages to exterior mansard.

I. Tenant must complete the installation of said exterior sign prior to the date when Tenant shall open the demise premised for business.

J. Tenant upon Lease expiration and vacation of Premises shall be responsible for removing their signs, and restoring surfaces to the original conditions (e.g., removal of electrical wiring, plugging, anchor, holes and painting, etc.).