

COMMERCIAL LEASE AGREEMENT

between

LAUDERHILL COMMUNITY REDEVELOPMENT AGENCY,

(“Landlord”)

and

THE HILL DISTRICT, LLC.

(“Tenant”)

Dated as of

_____, 2024

THIS LEASE, dated as of _____, 2024 between the **Lauderhill Community Redevelopment Agency (CRA)** (“Landlord”), a public body corporate and politic formed pursuant to Florida Statutes, Chapter 163 and City of Lauderhill Ordinance No. 04O-07-153 and No. 04O-07-154, with its principal place of business located at 1803 N.W. 38th Avenue, Lauderhill, FL 33311 and **THE HILL DISTRICT, LLC.** (“Tenant”), a Delaware Corporation, having a mailing address at 699 N. Federal Highway, Suite 300, Fort Lauderdale, FL 33304, both parties having the authority to enter into this Agreement and intending to be legally bound.

1. GRANTING CLAUSE.

(a) In consideration of Tenant’s obligation to pay Rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises (as described in Exhibit “A”), to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease. As appurtenant thereto, the “**Premises**” shall include all rights and easements on, over and through the Center, including all entrances and exits to the public streets, for vehicular and pedestrian access, ingress and egress to and from the Premises.

(b) During the Lease Term, Tenant and its concessionaires, licensees, invitees, customers and employees shall have the right to use in common with Landlord, other tenants, and their respective concessionaires, licensees, invitees, customers and employees, the Common Areas (as defined herein) for parking and pedestrian and vehicular ingress and egress and other uses for which the Common Areas are intended, subject to the provisions of this Lease. The “**Common Areas**” are the parts of the Center now or hereafter available for the common use and benefit of the occupants of the Center, including, without limitation, parking areas, drives, sidewalks, landscaping, curbs, delivery passages, loading docks, loading areas, private streets and alleys and lighting facilities, but excluding any temporary or permanent kiosks, displays, stands or carts, any areas used for the maintenance and operation of the Center, any areas leased to or intended for the exclusive use of any tenant or group of tenants and any undeveloped portion of the Center. No loitering or trespassing is allowed. Uses of areas require proper licensure and/or special events permits and are subject to city approval.

2. TERM.

(a) Subject to the provisions hereof, Tenant shall have and hold the Premises for a One (1) Year term which shall begin on the Commencement Date as set forth in Exhibit “A” and continue thereafter for a Twelve (12) month term (the “**Basic Term**”) which shall end at midnight on the basic term expiration date set forth in Exhibit “A” (the “**Basic Term Expiration Date**”) unless sooner terminated or extended as hereinafter expressly provided. Up to two (2) additional one (1) year terms for extension may be approved by the Landlord.

(b) Landlord has the sole discretion to grant an extension of this Agreement with the terms and conditions of any such extension to be entered into in writing agreed upon by both parties. Unless otherwise agreed upon, the extension will be based upon all of the same original terms and conditions subject to an additional five percent (5%) base rental increase per year plus the then applicable State sales tax and Broward County sales discretionary tax for each year.

3. RENT.

(a) During the Term, Tenant shall pay Annual Rent in the amount of Eighteen Thousand Six Hundred Dollars and No Cents (\$18,600.00) for the Initial Year (“**Annual Rent**”) plus applicable State sales tax (currently 5.5%) and Broward County sales discretionary tax for each year (currently 3.0%). For the first year, Tenant shall pay One Thousand Five Hundred Fifty Dollars and No Cents (\$1,550.00) (“**Basic Rent**”) per month in addition to the current total of 8.5% sales tax in the amount of One Hundred Thirty One Dollars and Seventy Five Cents (\$131.75) (“**Sales Tax**”) to Landlord (or to such other party as Landlord may from time to time specify in writing) by Automated Clearing House (“ACH”) transaction, bank wire transfer, or bank check (as Landlord requests) constituting immediately available federal funds before 11:00 A.M., Eastern Time, at such place, within the continental United States, as Landlord may from time to time designate to Tenant in writing. The combined Basic Rent and Sales Tax shall be payable by Tenant in the Total Basic Rent Installment Payments of One Thousand Six Hundred Eighty One Dollars and Seventy Five Cents (**\$1,681.75**) (“**Basic Rent Installment Payment**”) which shall be payable monthly in advance, on or before the fifteenth (15th) day of each calendar month (“**Installment Payment Date**”) and shall constitute the Basic Rent Installment Payment. If any Basic Rent Installment Payment Date falls on a day which is not a Business Day, the Basic Rent Installment Payment shall be due and payable on the immediately prior Business Day.

(b) All amounts which Tenant is required to pay or discharge pursuant to this Lease in addition to Basic Rent (including, without limitation, any amounts payable as liquidated damages hereunder) together with every penalty, overdue interest and cost which may be added for nonpayment or late payment thereof, shall constitute additional rent hereunder (“**Additional Rent**”). In the event of any failure by Tenant to pay or discharge any Additional Rent, Landlord shall have all rights, powers and remedies provided for herein or by law or otherwise in the case of nonpayment of Basic Rent. Tenant covenants to pay to Landlord on demand as Additional Rent, a late fee equal to five percent (5%) of any Basic Rent or Additional Rent which has not been paid within five (5) days after the same is due. In the event any Basic Rent or Additional Rent is collected by or through an attorney, as Additional Rent, Tenant agrees to pay all costs of collection, including, but not limited to attorney’s fees and to reimburse Landlord for any costs of collection, including without limitation, attorney’s fees, incurred by Landlord’s Mortgagee.

(c) Tenant shall pay to Landlord, in addition to and together with Tenant’s monthly installments of Basic Rent and Additional Rent, all sales tax, discretionary sales surtax, privilege and other similar taxes.

(d) At the time of execution of the Agreement, Tenant shall pay a down payment to include: First month Base Rent, Last month Base Rent, and a refundable Security Deposit in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00).

4. USE. Tenant shall use the Premises for the principal business of

Any other use will be subject to the approval of Landlord and further subject to the exclusivity provisions contained herein, and subject to all city licensure and city approvals. Tenant may, at

its sole option, remain open for business at the Premises for the maximum hours permitted by law or local Ordinance.

5. NET LEASE; NON-TERMINABILITY.

(a) This Lease is an absolutely “net lease” and Tenant shall pay all Basic Rent and Additional Rent without notice, demand, counterclaim, set-off, deduction, or defense, and without abatement, suspension, deferment, diminution or reduction, free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof by Tenant or anyone claiming by, through or under Tenant as Tenant hereunder which may arise or become due during or with respect to the Term shall be paid by Tenant. Tenant assumes the sole responsibility for the condition, use, operation, maintenance and management of the Premises and Landlord shall have no responsibility in respect thereof and shall have no liability for damage to the property of Tenant or any subTenant of Tenant or anyone claiming by, through or under Tenant for any reason whatsoever, unless such damage is caused by the negligence of Landlord or Landlord's agents, contractors, invitees or employees.

(b) Tenant acknowledges and agrees that its obligations hereunder, including, without limitation, its obligations to pay Basic Rent and Additional Rent, shall be unconditional and irrevocable under any and all circumstances and shall not be subject to cancellation, termination, modification or repudiation by Tenant. Except as expressly provided in Article 13, 21 or Article 23, this Lease shall not terminate.

(c) Tenant will remain obligated under this Lease in accordance with its terms, and will not take any action to terminate, rescind or avoid this Lease for any reason, notwithstanding any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Landlord, or any assignee of Landlord, or any action with respect to this Lease which may be taken by any receiver, trustee or liquidator, or any assignee of Landlord or by any court in any such proceeding, provided that the Tenant shall comply with any court order.

6. COMMON AREA EXPENSES.

(a) COMMON AREA MAINTENANCE CHARGES. Tenant shall pay to Landlord during the Lease Term Tenant's Share of the reasonable and customary costs and expenses incurred by Landlord in operating, maintaining, repairing, lighting, cleaning and insuring the Center (collectively, “**CAM Charges**”).

(b) EXCLUSIONS. Notwithstanding anything to the contrary contained herein, CAM Charges shall exclude the following: (a) the cost of any repairs, restoration or other work occasioned by fire, wind, the elements or other casualty; (b) the cost of any items for which Landlord is reimbursed by condemnation or insurance proceeds, warranty or any other source; (c) any utility or other cost directly payable to third parties by tenants or other occupants of the Center; (d) income and franchise taxes of Landlord; (e) expenses incurred in the procuring of new tenants or the retention of existing tenants, including leasing commissions, advertising and any renovations of or improvements to space for new or existing tenants, and any legal,

architectural or engineering fees incurred in connection with a particular tenant; (f) legal, accounting, architectural, engineering and similar professional fees and expenses incurred in preparing and negotiating leases, lease amendments, lease terminations and lease extensions and pursuing legal proceedings against tenants; (g) auditing fees; (h) the costs of sculptures, paintings or other artwork; (i) the costs of correcting any code violations or defects in the Center; (j) legal expenses incurred in connection with the transfer or disposition of any land or building comprising the Center; (k) any expenses not directly related to the Center; (l) interest or principal payments on any mortgage or other indebtedness of Landlord or any recording or mortgage tax or expenses in connection therewith; (m) payments under any ground lease or leases in any sale/leaseback transactions; (n) any depreciation allowance or expense; (o) repairs and replacements, which under generally accepted accounting principles should be classified as capital expenditures, except repairs or replacements of items in place on the date Tenant opens for business as such items are repaired or replaced due to wear and tear as opposed to capital expenditures due to remodeling of the Center; (p) the removal or remediation of Hazardous Substances (as defined in Appendix I attached hereto); (q) any overhead, interest or profit to Landlord or any of its affiliates; (r) any costs incurred as a result of any violation by Landlord of any law or the terms of any lease, mortgage, covenant or restriction applicable to the Center; (s) reserves for anticipated future expenses; (t) any costs or expenses associated with any undeveloped portion of the Center; (u) any costs or expenses associated with the operation of any valet parking service; (v) the initial cost of the land or the construction of the original buildings and other improvements of the Center or the depreciation of same; (w) the cost of any special services rendered to one or more tenants or occupants of the Center which are not rendered generally to other tenants or occupants; (x) compensation paid to any employee of Landlord or its affiliates or agents above the grade of property manager; (y) the amount by which the sum of all overhead, property management, administrative and similar fees, costs and expenses (whether paid to Landlord or a third-party) for any year exceeds (5%) of the gross income for the Center in that year; and (z) any cost or expense included within (or expressly excluded from) taxes, insurance or other amounts otherwise payable by Tenant under any other section of this Lease. The cost of any capital expenditure otherwise permitted as a CAM Charge shall be amortized over the useful life thereof (in accordance with generally accepted accounting principles, consistently applied) and included in CAM Charges only to the extent so amortized for any calendar year. With respect to the cost of employees who are not located entirely on-site and who provide services for the Center and for other shopping centers owned or managed by Landlord or its affiliates, there shall be a reasonable allocation of such employees' costs by and among all of the centers for which such employees perform services.

(c) TENANT'S SHARE. From and after the Commencement Date, Tenant shall pay Tenant's Share of CAM Charges applicable to the Lease Term in equal monthly installments based on Landlord's reasonable estimate of Tenant's Share of CAM Charges for the current year.

7. TAXES.

(a) REAL ESTATE TAXES. Landlord shall pay, prior to delinquency, all real estate taxes and assessments for the Center ("**Taxes**"). From and after the Commencement Date, Tenant shall pay Tenant's Share of Taxes due and payable during the time period attributable to the Lease Term in equal monthly installments based on Landlord's reasonable estimate of Tenant's Share of Taxes for the current year. Landlord shall furnish Tenant (if requested by

Tenant) with copies of such tax bills, together with a written statement of the actual amount of Tenant's Share of Taxes for such year.

(b) TAX EXCLUSIONS. Notwithstanding anything to the contrary contained herein, the following shall be excluded from the definition of "Taxes" for purposes of determining Tenant's Share thereof: (a) any local, state or federal income tax imposed on Landlord; (b) any local, state or federal gross receipts tax of general applicability to all businesses (or all business of a particular entity type, such as all corporations) which is imposed on the receiver of such gross receipts without regard to the nature of the receipts (as opposed to a gross receipts tax imposed wholly or partially on rents received from real estate or the improvements thereon); (c) any estate or death tax imposed on Landlord or with respect to the Premises as a result of the death of Landlord or its partners; (d) any special assessments levied for improvements made by or at the request of Landlord; (e) any charges in the nature of impact fees attributable to Landlord's development of the Center or any taxes or assessments on any undeveloped portion of the Center (or of a project which is adjacent to the Premises or Center); and (f) any penalties, fees, fines or interest resulting from Landlord's failure to pay any Taxes prior to delinquency. With respect to any special assessment or charge which would otherwise be included in Taxes and which may be paid in installments, Tenant shall be responsible to pay only those installments, or parts of installments, which would have become due and payable during the Lease Term had the payments been made in installments over the maximum permitted time period.

8. LIENS; SUBORDINATIONS.

(a) Landlord represents and warrants that on the date of delivery of this Lease, fee simple title in the Premises was vested in Landlord subject only to permitted encumbrances and those matters created by Landlord, if any. Tenant will promptly, but in any event no later than 30 days after its Actual Knowledge of the filing thereof but in any event prior to the enforcement of the same, at its own expense remove and discharge of record, by bond or otherwise, any charge, lien, security interest or encumbrance upon the Premises, upon any Basic Rent, or upon any Additional Rent which arises for any reason (except for liens arising out of the act or omission of Landlord without the consent of Tenant), including all liens which arise out of Tenant's possession, use, operation and occupancy of the Premises, but not including any Permitted Encumbrances. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof, unless approved in writing by Landlord prior to any such work. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding an interest in the Premises or any part thereof through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises. If Tenant shall fail to discharge any charge, lien, security interest or encumbrance within the time period permitted by this Lease, Landlord may discharge the same by payment or bond or both, and Tenant will repay to Landlord, upon demand, any and all amounts paid therefor, or by reason of any liability on such bond, and also any and all reasonable incidental expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith together with interest on all such amounts

calculated at the Overdue Rate. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, or reconstruction of the Improvements (including the Building) or any improvements on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, construction, mechanics' and materialmen's liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any construction, mechanic's or materialmen's lien or claim of lien."

(b) This Lease shall be subject and subordinate to all present and future mortgages ("**Mortgages**") on the fee interest in the Premises and to all advances made upon the security thereof, providing that such holder will recognize this Lease and not disturb Tenant's possession of the Premises in the event of foreclosure if no Event of Default is then in existence; and concurrently therewith Tenant shall execute and deliver an estoppel certificate. Tenant agrees to execute any reasonable instrument(s) as may be necessary to subordinate this Lease to the lien of any such Mortgage, and also to execute such instrument(s) recognizing the assignment of this Lease or the Basic Rent, Additional Rent and other sums payable by Tenant hereunder to the holder of any such Mortgage. The term "Mortgage" shall include deeds of trust or any other similar lien documents.

(c) Tenant agrees to attorn, from time to time, to the holder of each Mortgage and/or the holder of such subsequent mortgage, or any purchaser of the Premises, for the remainder of the Term, provided that such holder or such purchaser, shall then be entitled to possession of the Premises subject to the provisions of this Lease. The provisions of this subsection shall inure to the benefit of such holder or such purchaser, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the foreclosure of the Mortgage (in which event the parties shall execute a new lease for the remainder of the Term on the same terms set forth herein), shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Each such party, however, upon demand of the other, hereby agrees to execute, from time to time, instruments in confirmation of the foregoing provisions hereof, reasonably satisfactory to the requesting party acknowledging such subordination, non-disturbance and attornment as are provided herein and setting forth the terms and conditions of its tenancy.

9. INDEMNIFICATION; FEES AND EXPENSES.

(a) Tenant shall pay, and shall protect, defend and indemnify Landlord, Landlord's Mortgagee, the successors and assigns of either, the beneficial owners of any of the foregoing and the trustees, beneficiaries, partners, shareholders, officers, directors, agents or employees of Landlord, Landlord's Mortgagee or any such successor or assign or beneficial owner (each an Indemnified Party and collectively, the Indemnified Parties), against and hold the Indemnified Parties harmless from all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), claims, demands or judgments of any nature (a) arising or alleged to arise from or in connection with the condition, use, operation, maintenance, subletting and

management of the Premises by Tenant, (b) relating to the Premises and the appurtenances thereto and the use and occupancy thereof by Tenant or anyone claiming by, through or under Tenant or (c) arising or alleged to arise from or in connection with any of the following events: (i) any injury to, or death of, any person or any damage to or loss of property on or adjacent to the Premises or growing out of or directly or indirectly connected with, ownership, use, nonuse, occupancy, operation, possession, condition, construction, repair or rebuilding of the Premises; (ii) any claims by third parties resulting from any violation or alleged violation by Tenant of (A) any provision of this Lease, or (B) any Legal Requirement, or (C) any other lease or agreement relating to the Premises, or (D) any contract or agreement to which Tenant is a party or any restriction, law, ordinance or regulation, affecting the Premises or the ownership, use, nonuse, occupancy, condition, operation, possession, construction, repair or rebuilding thereof or of adjoining property, sidewalks, streets or ways; or (iii) Tenant's failure to pay in accordance with the terms and provisions hereof any item of Additional Rent or other sums payable by Tenant hereunder. Tenant shall not be liable in any case to any Indemnified Party for any liabilities, obligations, claims, damages, penalties, causes of action, costs or expenses to the extent that they result from the gross negligence or willful misconduct of such Indemnified Party. If Landlord, Landlord's Mortgagee, or any agent of Landlord or Landlord's Mortgagee, or any other Indemnified Party, shall be made a party to any such litigation commenced against Tenant, and if Tenant, at its expense, shall fail to provide Landlord or Landlord's Mortgagee or its agent or other Indemnified Party with counsel reasonably approved by such party, Tenant shall pay all costs and reasonable attorney's fees and expenses incurred or paid by Landlord or Landlord's Mortgagee or its agent or other Indemnified Party in connection with such litigation.

(b) The representations, warranties and obligations of Tenant, and the rights and remedies of each Indemnified Party under this Article 9, are in addition to and not in limitation of any other representations, warranties, obligations, rights and remedies provided in this Lease or otherwise at law or in equity, and shall survive the expiration or termination of this Lease.

(c) Tenant's obligation to indemnify each Indemnified Party will be reduced with respect to such Indemnified Party to the extent that Tenant suffers a loss due to the failure of such Indemnified Party (i) to notify Tenant promptly, in writing, of any claim and to provide Tenant with the opportunity to have reasonable input into the defense and/or settlement of the same or (ii) to cooperate with Tenant, at Tenant's expense, in the defense or settlement of any such claim. The foregoing indemnification obligations will not be applicable to any specific Indemnified Party to the extent that any such injuries, losses, expenses or damages are caused by the grossly negligent or willful wrongful acts or omissions of such Indemnified Party. Any Indemnified Party may, at its option, participate in the defense and settlement of any claim or liability under this clause at Tenant's expense; provided that if an Indemnified Party agrees to a settlement of such claim or liability without the written consent of Tenant (such consent not to be unreasonably withheld, conditioned or delayed), Tenant shall have no obligation to indemnify the Indemnified Party in connection with such settlement. Tenant shall not settle or compromise any claims, suits, demand or consent to the entry of any judgment thereon without the prior consent of each Indemnified Party, not to be unreasonably withheld, conditioned or delayed without an unconditional release of all liability by each claimant or plaintiff with respect to such Indemnified Party.

10. ENVIRONMENTAL MATTERS.

(a) Tenant represents and warrants and covenants to the Indemnified Parties that:

(i) at all times during the Term of this Lease, (x) the Premises, Tenant, and all other parties claiming by, through or under Tenant, shall comply with all applicable Environmental Laws; (y) Tenant, and all other parties claiming by, through or under Tenant, shall have obtained all permits, licenses, and any other authorizations required to conduct its or their operations at the Premises that are required under all applicable Environmental Laws and Tenant, and all other parties claiming by, through or under Tenant, shall be in compliance with the same; and (z) Tenant shall remove and dispose of any Hazardous Substances present on the Premises not in compliance with applicable Environmental Laws;

(ii) the Premises will not be used during the Term of this Lease to generate, manufacture, refine, produce or process any Hazardous Substance or to store, handle, treat, dispose, transfer or transport any Hazardous Substance other than normal and lawful uses of such Hazardous Substances in compliance with Environmental Laws which activities have not had and will not have any material adverse effect upon the Premises;

(iii) No above ground tanks or other containment structures will be constructed, operated or maintained in or on the Premises in violation of applicable Environmental Laws and no underground storage tanks are or will be constructed, operated or maintained in or on the Premises;

(b) Promptly upon obtaining Actual Knowledge thereof, Tenant shall give to Landlord notice of the occurrence of any of the following, in each case relating to the Premises or the use, occupancy or operation thereof in respect of any Environmental Law: (i) the failure of the Premises, Tenant, or invitee of Tenant, or any other party claiming by, through or under Tenant, to comply therewith in any manner whatsoever; (ii) the issuance to Tenant, of any portion of the Premises or any assignee of Tenant, or any other party claiming by, through or under Tenant, of any notice, complaint or order of violation or non-compliance therewith of any nature whatsoever; (iii) any notice of a pending or threatened investigation thereunder; (iv) any notice from any governmental agency requiring any corrective action with respect to the Premises thereunder; or (v) any notice or other communication with respect to a pending or threatened governmental or private party action relating to violation thereof.

(c) At any time (i) if an adverse change in the environmental condition of the Premises has occurred or been discovered, and if Tenant shall not (A) diligently commence to cure such condition, to the extent necessary to meet Legal Requirements, to comply fully with applicable Environmental Laws, and to prevent a material diminution in the fair market value of the Premises related to the environmental condition, within 30 days after Tenant becomes aware of such adverse change (or such shorter period as may be required by law or in the event of an emergency) and (B) thereafter diligently prosecute to completion such cure, or (ii) after an Event of Default has occurred and is continuing under this Lease, or (iii) if Landlord has reasonable cause to believe that Tenant is in default under this Article 10, Landlord may cause to be performed or direct Tenant to cause to be performed an environmental audit or site assessment of the Premises and the then uses thereof reasonable in scope under the circumstances, and may

take such actions as it may deem necessary to cure such condition or to cause the Premises to comply with any Legal Requirement. Such environmental audit or site assessment shall be performed by an engineer qualified by law and experience to perform the same and satisfactory to Landlord, shall include a review of the uses of the Premises and compliance of the same with all Environmental Laws, and shall include an estimate of the cost to cure any breach or default in Tenant's covenants hereunder. All costs and expenses incurred by Landlord in connection with such environmental audit or assessment and any remediation required shall be paid by Tenant upon demand, and shall bear interest at the Overdue Rate. Such audit or assessment shall be addressed to Landlord and Landlord's Mortgagee and shall provide expressly that they can rely on its findings. Except as required by law, the results of such audit or assessment shall not be disclosed to third parties by Landlord or Landlord's Mortgagee without the prior written consent of Tenant.

(d) In the event of a violation of or the discovery of a violation of any Environmental Law by Tenant, or any other Person claiming by, through or under Tenant, or resulting from Tenant's failure to comply with this Article 10, Tenant shall promptly perform all remedial actions to clean up, contain, or remove any Hazardous Substances on, under or in the Premises in accordance with, and as required by, applicable Environmental Laws to restore the Premises to its pre-contamination condition and otherwise to cure any such violation of any Environmental Law, all at Tenant's sole cost and expense. Tenant shall determine the nature and scope of all such required remedial actions within 30 days after obtaining Actual Knowledge of any such violation and shall complete all such actions within 120 days following the date that the nature and scope of such required remedial actions are identified, provided that if such remedial actions cannot be completed with diligence within such 120 day period, and so long as Tenant is performing such remedial actions with due diligence, the time within which such remedial actions may be completed shall be extended for such period as may be reasonably necessary to complete such remedial action with diligence, provided the same shall be subject to Landlord's approval and consistent with the requirements of applicable law. If, as a result of any such violation, a lien attaches to the Premises that takes priority over the lien of the Mortgage, Tenant shall promptly, and in any event within 10 days after the attachment of any such lien, discharge or contest such lien in accordance with Article 8(a) and post a bond or deposit an irrevocable letter of credit with Landlord's Mortgagee, in either event satisfactory in form and substance and with a surety or obligor satisfactory to Landlord's Mortgagee and in an amount sufficient to discharge such lien.

(e) In addition to, and not in limitation of, any indemnity contained in Article 9, Tenant agrees to indemnify, defend and hold harmless each Indemnified Party from and against any and all losses which may be suffered or incurred by, or asserted against such Indemnified Party to the extent arising directly or indirectly out of (i) the use, storage, transportation, disposal, treatment, release, threatened release, discharge, emission, generation or presence of any Hazardous Substances at, from, on, over, under or in the Premises, occurring during the Term of this Lease and regardless of the source of any such Hazardous Substances, or (ii) any default in the performance of any obligation under this Article 10 or any violation of any Environmental Law with respect to the Premises or by Tenant or any Person claiming by, through or under Tenant, or resulting from Tenant's failure to comply with this Article 10.

(f) The representations, warranties and obligations of Tenant, and the rights and remedies of each Indemnified Party under this Article 10, are in addition to and not in limitation of any other representations, warranties, obligations, rights and remedies provided in this Lease or otherwise at law or in equity.

(g) The obligations and liabilities of Tenant with respect to each Indemnified Party, actual or contingent, under this Article 10 and relating to the period through the end of the Term, whether arising during or after the Term, shall survive such termination of this Lease or the abandonment of the Premises by Tenant, or any acquisition or disposition of the Premises except with respect to events and circumstances resulting solely from the acts of any Person other than Tenant, any Affiliate of Tenant, or any Person claiming by or through Tenant or any such Affiliate and occurring after the foreclosure of the lien of the Mortgage and the sale of the Premises pursuant to such foreclosure.

(h) Tenant's obligation to indemnify each Indemnified Party under this Article 10 will be reduced with respect to such Indemnified Party to the extent that Tenant suffers a loss due to the failure of such Indemnified Party (i) to notify Tenant promptly, in writing, of any claim and to provide Tenant with the opportunity to have reasonable input into the defense and/or settlement of the same or (ii) to cooperate with Tenant, at Tenant's expense, in the defense or settlement of any such claim. The foregoing indemnification obligations under this Article 9 will not be applicable to any specific Indemnified Party to the extent that any such injuries, losses, expenses or damages are caused by the grossly negligent or willful wrongful acts or omissions of such Indemnified Party. Any Indemnified Party may, at its option, participate in the defense and settlement of any claim or liability under this Article 10 at Tenant's expense; provided that if an Indemnified Party agrees to a settlement of such claim or liability without the written consent of Tenant (such consent not to be unreasonably withheld, conditioned or delayed), Tenant shall have no obligation to indemnify the Indemnified Party in connection with such settlement. Tenant shall not settle or compromise any claims, suits, demand or consent to the entry of any judgment thereon without the prior consent of each Indemnified Party, not to be unreasonably withheld, conditioned or delayed without an unconditional release of all liability by each claimant or plaintiff with respect to such Indemnified Party.

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

11. MAINTENANCE AND REPAIR; ADDITIONS.

(a) TENANT'S OBLIGATIONS. Except as set forth in Section (b) below, from and after the Possession Date, Tenant, at Tenant's sole expense, shall keep and maintain the Premises (including, but not limited to, light fixtures, ceilings, doors, floor coverings, exterior and interior windows, storefront, signs, non-structural walls and, to the extent located in and exclusively serving the Premises, the plumbing and sewage facilities electrical equipment and heating, ventilation, and air conditioning systems) in good and clean condition, except for ordinary wear and tear and

damage by casualty, condemnation or the negligence or willful misconduct of Landlord or its employees, agents or contractors.

(b) LANDLORD'S OBLIGATIONS. Landlord shall cause the Common Area to be operated, maintained, repaired and replaced as necessary, in a manner consistent with a first class retail development. Landlord shall maintain and repair in good condition, and replace as necessary, all structural elements of the Premises (including, without limitation, structural supports and walls and foundations), the roof and roof membrane of the Premises, the fire sprinkler system in the Premises, all utilities serving the Premises (up to the point of connection to the Premises), and any mechanical, electrical or plumbing systems not located within and exclusively serving the Premises. The costs of the foregoing repairs and maintenance shall be included as part of CAM Charges, to the extent not expressly excluded therefrom. Landlord, at its sole cost and expense, shall also repair any damage to the Premises caused by any act or omission of Landlord or its agents, employees or contractors.

12. TRADE FIXTURES. Landlord acknowledges and agrees that the items of fixtures, machinery and equipment (but specifically excluding Improvements, building systems and other replacements of fixtures, machinery and equipment which are the property of Landlord) are and shall remain the property of Tenant ("Trade Fixtures") and be treated as "trade fixtures" for the purposes of this Lease and Tenant may remove the same from the Premises at any time prior to the termination of this Lease, provided that Tenant shall repair any damage to the Premises resulting from such removal. Tenant may, at its own cost and expense, install or place or reinstall or replace upon or remove from the Premises any such Trade Fixtures. Any such Trade Fixtures shall not become the property of Landlord. Replacements of fixtures, machinery and equipment which are property of the Landlord shall be of at least equal quality to the replaced fixtures, machinery and equipment when the replaced items were new.

13. CONDEMNATION AND CASUALTY.

(a) TOTAL TAKING. If the entire Premises or Center are appropriated or taken under eminent domain or condemnation proceedings by any public or quasi-public authority, or a transfer or deed in lieu thereof (each being a "Taking"), this Lease shall terminate as of the date Tenant is required by the condemning authority to vacate the Premises, and Landlord and Tenant shall be released from liability accruing after that date and all Rent shall be apportioned and adjusted as of the date of termination.

(b) PARTIAL TAKING OF PREMISES. If (a) in excess of 20% of the Premises or the Common Areas are acquired by a Taking, or (b) a portion of the Premises which renders the Premises no longer one contiguous unit is acquired by a Taking, then Tenant at its election may terminate this Lease effective as of the date of the Taking by giving notice to Landlord within thirty (30) days following the date of surrendering possession, and in such event Rent shall be apportioned and adjusted as of the date of termination.

(c) RESTORATION; DISTRIBUTION OF PROCEEDS. If this Lease is not terminated under this Article 13, then Landlord shall within a reasonable time after the Taking, repair or rebuild what remains of the Premises for Tenant's occupancy to a complete architectural unit as similar as practical to that existing immediately prior to such Taking, and restore the

Center, including all Common Areas, to a condition suitable for the continued use of the Center for its intended purposes. Pending restoration of the Premises and Common Areas, the Rent payable by Tenant hereunder shall equitably abate (according to the nature and extent of the impairment of Tenant's ability to access and conduct business on the Premises), from the date of the Taking, until the earlier of (i) thirty (30) days after the date on which the Premises and Critical Common Areas are restored, or (ii) the date on which Tenant re-opens for business in the entire Premises. In the event of a partial Taking of the Premises, following reconstruction thereof, the Minimum Rent and Tenant's Share shall be adjusted based upon the proportion that the Floor Area of the Premises following such Taking bears to the Floor Area of the Premises immediately prior to such Taking, for the remainder of the Lease Term. Landlord reserves all rights to damages on account of any Taking.

(d) DAMAGE TO THE PREMISES AND COMMON AREAS. If the Premises is partially or wholly damaged by fire or other casualty, Landlord shall, within thirty (30) days after the date of the damage, deliver written notice to Tenant setting forth Landlord's good faith estimate of the time necessary for Landlord to complete the restoration of the Premises and the Critical Common Areas. Tenant may terminate this Lease upon ten (10) days written notice to Landlord at any time following a fire or casualty if the Premises and the Critical Common Areas (a) cannot reasonably be expected to be fully repaired or restored by Landlord within two hundred seventy (270) days after the date of the fire or casualty, or (b) are not fully restored within said 120 day period.

(e) DAMAGE TO THE BUILDING OR DEVELOPMENT. If the Building or Center are damaged by fire or other casualty, Landlord shall, within sixty (60) days after the date of the damage, deliver written notice to Tenant setting forth Landlord's good faith estimate of the time necessary for Landlord to complete the restoration of the Building and Center, the replacement value of the Building and Center and the estimated cost of the restoration. If the cost to restore the Building or Center is estimated to be fifty percent (50%) or more of the replacement value thereof as of the date such damage occurs, or if the restoration or repair of the same is reasonably estimated to take more than two hundred seventy (270) days from the date of such damage, then Landlord may terminate this Lease by giving written notice of such election to the other party within sixty (60) days from the date the damage occurs.

(f) EFFECT OF TERMINATION. Upon any termination under this Article 13, both parties shall be released from any further liability accruing hereunder, and Landlord shall immediately refund to Tenant any unearned Rent or other payments paid in advance and attributable after the date of damage. Landlord's obligation to refund any unearned Rent and other prepaid amounts under this Article 13 shall survive the termination of this Lease.

(g) RESTORATION. Unless this Lease is terminated under this Article 13, Landlord shall promptly commence to repair the damaged portions of the Premises (to the extent of Landlord's Work), Building and Center to the same condition as existed immediately prior to such damage, and Landlord shall complete such repair and restoration with due diligence. Pending restoration, the Rent payable by Tenant hereunder shall equitably abate (according to the nature and extent of the impairment of Tenant's ability to access and conduct business on the Premises), from the date of the damage, until the earlier of (i) thirty (30) days after the date on

which the Premises and Critical Common Areas are restored, or (ii) the date on which Tenant re-opens for business in the entire Premises.

14. INSURANCE.

(a) TENANT'S INSURANCE. Prior to the date Tenant takes possession of the Premises and continuing during the Lease Term, Tenant, at its expense, shall maintain the following insurance coverage: (a) commercial general liability insurance (including contractual liability coverage), with a minimum limit of \$1,000,000.00 per occurrence (with umbrella/excess coverage of at least \$2,000,000.00) for property damage, personal injury and bodily injury (including wrongful death) occurring in or about the Premises, insuring on an occurrence basis and naming Landlord as additional insured to the extent of Tenant's indemnification obligations hereunder; (b) if Tenant sells alcohol at the Premises, dram shop/liquor liability insurance with a minimum limit of \$1,000,000.00 per occurrence (with umbrella/excess coverage of at least \$2,000,000.00); (c) "Causes of Loss-Special Form" property insurance covering Tenant's leasehold improvements, trade fixtures, equipment and personal property installed or placed in the Premises by Tenant; (d) worker's compensation insurance with no less than the minimum limits required by law; and (e) employer's liability insurance, with minimum limits of not less than \$1,000,000, bodily injury each accident, \$1,000,000.00 bodily injury by disease policy limit, and \$1,000,000 bodily injury by disease each employee. Tenant shall deliver to Landlord certificates evidencing such coverage prior to taking possession of the Premises and at least ten (10) days prior to each renewal of said insurance.

(b) POLICY REQUIREMENTS. All of Tenant's insurance policies shall be issued by insurance companies that are authorized to do business in the state in which the Premises are located and which have a general policyholder's rating of not less than "A-" and a financial rating of not less than Class VII as rated in the most current available "Best's Insurance Reports." The insurance requirements contained in this ARTICLE (14) are independent of Tenant's and Landlord's waiver, indemnification and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit or modify those obligations.

(c) TENANT'S INDEMNITY. To the fullest extent permitted by law, Tenant shall indemnify, defend (with legal counsel reasonably acceptable to Landlord) and hold harmless Landlord and Landlord's agents, partners, shareholders, officers, members, directors, employees, successors and assigns for, from and against any and all claims, actions, damages, injuries, liabilities, settlements, losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments and expenses (including reasonable attorneys', consultants' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) (collectively, "**Claims**"), arising from or out of (a) any occurrence in, upon or about the Premises following the Possession Date, or (b) Tenant's breach or default in performance of any of its obligations under this Lease. Tenant shall list Landlord as an "Additional Insured" on its policy.

(d) WAIVER OF SUBROGATION. To the fullest extent permitted by law, each of Landlord and Tenant, on its own behalf and on behalf of its insurers, waives all right of recovery against the other (and any officers, directors, partners, shareholders, members, employees, agents

and representatives of the other) for, and agrees to release the other (and any officers, directors, partners, shareholders, members, employees, agents and representatives of the other) from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage, or would be covered had the releasing party carried the insurance coverage required hereunder. THE FOREGOING WAIVER SHALL BE EFFECTIVE REGARDLESS OF THE FAULT OF EITHER PARTY, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF THE PARTY AGAINST WHOM CLAIMS ARE BEING WAIVED. If the release of either party, as set forth above, contravenes any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be secondary to the liability of the other's insurer. Landlord and Tenant shall each cause to be included in its property insurance policies covering the Premises and Center a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. All deductibles or self-insurance and any co-insurance requirements maintained by the waiving party shall be treated as self-insured retentions for purposes of the waivers in this ARTICLE 14(d).

15. SIGNAGE. Tenant shall be allowed to install Tenant's sign on the exterior of the Premises consistent with city codes, rules and regulations as specifically provided by Landlord and provided Tenant first obtains the written approval of Landlord, which approval shall not be unreasonably withheld and further provided Tenant first obtains the requisite permits, licenses and approvals from all applicable governmental authorities.

16. BUILD-OUT.

(a) TENANTS WORK. Tenant shall, at its sole cost and expense, install such leasehold improvements and trade fixtures and perform such other work in the Premises as Tenant deems necessary for its operation upon the Premises (collectively, "Tenant's Work") provided same is Subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld and further provided Tenant first obtains the requisite permits, licenses and approvals from all applicable governmental authorities. Following Tenant's initial build-out of the Premises (if applicable), Tenant shall not make any structural or exterior alterations, additions or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.

(b) LANDLORD'S WORK. Landlord shall perform any buildout or renovations in its sole discretion as deemed necessary or required its sole discretion, in a good and workmanlike manner and in compliance with all applicable laws, codes, regulations and insurance requirements.

17. QUIET ENJOYMENT. So long as no Event of Default under this Lease shall have occurred and be continuing, Landlord covenants that Tenant shall and may at all times peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease from any claim by, through, or under Landlord for the Operation of business and specific uses for which the Premises were leased as designated herein. Any promotional or special events require an approved special event permit from the city and prior written approval from Landlord. Notwithstanding the foregoing, (a) Landlord may exercise its rights and remedies under ARTICLE 21 and (b) Landlord, Landlord's Mortgagee, or their agents may enter upon and

inspect the Premises, during normal business hours after reasonable notice. Any failure by Landlord to comply with the foregoing warranty shall not give Tenant any right to cancel or terminate this Lease, or to abate, reduce or make deduction from or offset against any Basic Rent or Additional Rent or other sum payable under this Lease, or to fail to perform or observe any other covenant, agreement or obligation hereunder or to recover any damages against Landlord resulting therefrom. Subject to the foregoing sentence, Tenant shall have the right to obtain injunctive or other relief against Landlord for breach of the aforesaid covenant of peaceful and quiet possession and enjoyment of the Premises.

18. SURVIVAL. In the event of the termination of this Lease as herein provided, the obligations and liabilities of Tenant, actual or contingent, under this Lease which arose at or prior to such termination shall survive such termination.

19. SUBLETTING; ASSIGNMENT.

(i) Tenant may not sublet the Premises or any portion thereof or assign its interest in this Lease.

20. ADVANCES BY LANDLORD. If Tenant shall fail to make or perform any payment or act required by this Lease, then, upon ten (10) Business Days' notice to Tenant (or upon shorter notice or no notice, to the extent necessary to meet an emergency or a governmental limitation), Landlord may at its option make such payment or perform such act for the account of Tenant, and Landlord shall not thereby be deemed to have waived any default or released Tenant from any obligation hereunder. Amounts so paid by Landlord and all incidental costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such payment or performance shall constitute Additional Rent and shall be paid by Tenant to Landlord on demand.

21. CONDITIONAL LIMITATIONS – EVENTS OF DEFAULT AND REMEDIES.

(a) Any of the following occurrences or acts shall constitute an “**Event of Default**” under this Lease:

(i) if Tenant shall (A) default in making payment of any installment of Basic Rent when due, or (B) default in making any payment of Additional Rent and such default shall continue for seven days after Tenant’s Actual Knowledge of such default, or (C) fail to keep in full force and effect any insurance coverage required to be maintained by Tenant hereunder or (D) fail to timely pay any Taxes and Impositions when due; or

(ii) if Tenant shall default in the performance of any other covenant, agreement or obligation on the part of Tenant to be performed under this Lease and such default shall continue for a period of 30 days after Actual Knowledge thereof; provided, however, that in the case of a default which can with reasonable diligence be remedied by Tenant, but not within a period of 30 days, if Tenant shall commence within such period of 30 days to remedy the default and thereafter shall prosecute the remedying of such default with all reasonable diligence, the period of time after obtaining such Actual Knowledge of default within which to remedy the default shall be extended for such period not to exceed an additional 60 days as may be reasonable to remedy the same with all reasonable diligence; or

(iii) if Tenant or any guarantor of Tenant's obligations under the Lease ("Guarantor") shall file a petition of bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Code, or shall be adjudicated a bankrupt or become insolvent or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall be dissolved, or shall suspend payment of its obligations, or shall take any corporate action in furtherance of any of the foregoing; or

(iv) if a petition or answer shall be filed proposing the adjudication of Tenant or any Guarantor as a bankrupt, or its reorganization pursuant to the Bankruptcy Code, and (A) Tenant shall consent to the filing thereof, or (B) such petition or answer shall not be discharged or denied within 30 days after the filing thereof; or

(v) if a receiver, trustee or liquidator (or other similar official) shall be appointed for or take possession or charge of Tenant, or Tenant's estate or interest in the Premises, and shall not be discharged within 30 days thereafter, or if Tenant shall consent to or acquiesce in such appointment; or

(vi) if the Premises shall have been left unattended, unsecured and without maintenance for a period of more than thirty (30) days; or

(vii) if any Guarantor shall default under the terms of any guaranty of the Lease beyond applicable grace or cure periods, if any; or

(viii) if (a) Tenant or (b) any person conveying title to the Leased Premises to Landlord or (c) any Guarantor has made a material misrepresentation under this Lease or any Guaranty or any certificate or writing tendered in connection with the execution and delivery of this Lease; or

(b) This Lease and the term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have occurred and be continuing, Landlord may, at Landlord's option, elect to (i) re-enter the Premises, without notice, and remove all Persons and property therefrom, either by summary proceedings or by any suitable action or proceeding at law, or otherwise, without being liable to indictment, prosecution or damages therefor, and may have, hold and enjoy the Premises, together with the appurtenances thereto and the improvements thereon; and/or (ii) terminate this Lease at any time by giving notice in writing to Tenant, electing to terminate this Lease and specifying the date of termination, and the Term of this Lease shall expire by limitation at midnight on the date specified in such notice as fully and completely as if said date were the date originally fixed for the expiration of the Term, and Tenant shall thereupon quit and peacefully surrender the Premises to Landlord, without any payment therefor by Landlord; and/or (iii) enforce all rights and remedies available to it in law and in equity, including without limitation the right of specific performance of any of Tenant's obligations hereunder.

In case of any such re-entry, termination and/or dispossession as provided in the immediately preceding paragraph, (i) the Basic Rent and Additional Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or termination, together with such expenses, including reasonable attorneys' fees, as Landlord shall incur in connection

with such re-entry, termination and/or dispossession; and (ii) Landlord may in good faith relet the Premises or any part thereof (but shall be under no obligation to do so except to the extent required by law) for its sole account, for a term or terms which may, at Landlord's option, be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term; (iii) Tenant shall pay to Landlord the present value (using the Discount Rate) of the excess of the total rent reserved over the remainder of the Term over the rental value of the Premises as reasonably determined by Landlord for said residue of the Term.

Upon any reletting of the Premises, all rentals received by Landlord from such reletting shall be applied: first, as to the payment of any indebtedness, other than Basic Rent or Additional Rent, due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees, attorney's fees and costs of any alterations and repairs; third, to the payment of Basic Rent or Additional Rent due and unpaid hereunder; with the residue, if any, to be held by Landlord and applied in payment of future Basic Rent, Additional Rent and other charges as the same may become due and payable hereunder.

(c) No receipt of moneys by Landlord from Tenant after a termination of this Lease by Landlord shall reinstate, continue or extend the Term of this Lease or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Basic Rent and Additional Rent, and any Termination Value or related amounts to be paid by Tenant to Landlord for the purchase of the Premises then due or thereafter falling due, it being agreed that after the commencement of suit for possession of the Premises, or after final order or judgment for the possession of the Premises, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such suit, order or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Premises or, at the election of Landlord, on account of Tenant's liability hereunder. Tenant hereby waives any and all rights of redemption provided by any law, statute or ordinance now in effect or which may hereafter be enacted.

(d) The word "re-enter", as used in this Lease, shall not be restricted to its technical legal meaning, but is used in the broadest sense. No such taking of possession of the Premises by Landlord shall constitute an election to terminate the Term of this Lease unless notice of such intention be given to Tenant or unless such termination be decreed by a court.

(e) If an action shall be brought for the enforcement of any provision of this Lease, in which it is found that an Event of Default has occurred, Tenant shall pay to Landlord all costs and other expenses which may become payable as a result thereof, including reasonable attorneys' fees and expenses.

(f) In the event Tenant shall wrongfully holdover after the expiration or termination of the Term of this Lease, and without derogating from any of Landlord's rights hereunder without granting any rights of possession to Tenant, Tenant shall be liable to Landlord for a use and occupancy fee, in an amount equal to 200% of the Basic Rent payable immediately prior to such expiration or termination for such period of holdover, plus all Additional Rent Tenant would have been liable for hereunder had such expiration or termination not occurred.

(g) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or at any time existing. The failure of Landlord to insist upon the strict performance of any provision or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. Receipt by Landlord of any Basic Rent or Additional Rent or any other sum payable hereunder with knowledge of the breach of any provision contained in this Lease shall not constitute a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless made under signature of an authorized representative of Landlord.

22. REAL ESTATE BROKERS. The Tenant and Landlord each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Property and this transaction. The Tenant will pay and will defend and hold the Seller harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the Tenant. The Landlord will pay and defend and hold the Tenant harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the Landlord.

23. RELOCATION/TERMINATION RIGHT.

(a) If Landlord elects to redevelop of all or any portion of the Center, then Landlord shall have the right to relocate Tenant from the Premises to other space within the Center (such other space hereinafter called the "**Substitute Premises**"). If Landlord desires to relocate Tenant to the Substitute Premises, Landlord shall deliver written notice to Tenant (the "**Relocation Notice**") which includes a description of the proposed Substitute Premises and the anticipated date of the relocation (the "**Relocation Date**"). The Relocation Date must be at least one hundred eighty (180) days after the delivery of the Relocation Notice. If Landlord delivers a Relocation Notice, Tenant shall, within thirty (30) days thereafter, deliver written notice to Landlord (a "**Tenant Notice**") under which Tenant shall elect one of the following: (a) to accept the relocation to the Substitute Premises described in the Relocation Notice; (b) to accept the relocation, subject to Landlord's and Tenant's agreement on a mutually acceptable Substitute Premises; or (c) reject the relocation. If Tenant does not deliver a timely Tenant Notice, and then fails again to deliver a Tenant Notice within ten (10) days after Landlord's delivery of a notice from Landlord stating that Tenant has not delivered a Tenant Notice, then Tenant shall be deemed to have rejected the relocation under clause (c) above, in which event Landlord shall have no right to relocate Tenant's premises, but shall have the option of terminating the lease, as set forth below.

(b) If Tenant accepts the relocation, but disapproves of the Substitute Premises proposed by Landlord, then Landlord and Tenant shall cooperate with one another, in good faith, to identify a mutually-acceptable Substitute Premises, which must have a Floor Area equal to or greater than the Premises, shall be similar thereto in configuration, quality, utility and condition, and shall have comparable frontage on and visibility from NW 31st Avenue. Notwithstanding the foregoing, if the Substitute Premises are larger than the Premises, there shall be no increase in

the Minimum Rent or Additional Rent set forth in the Lease. If Tenant rejects the relocation, or if Landlord and Tenant cannot agree on a Substitute Premises within sixty (60) days after Tenant's delivery of Tenant's Notice, Landlord may terminate this Lease upon one hundred eighty (180) days written notice to Tenant.

(c) Notwithstanding anything to the contrary contained in this Section 23, in the event Landlord determines in Landlord's sole discretion that Tenant relocation is not feasible, Landlord may upon written notice to Tenant ("**Notice of Termination**") terminate the subject Lease.

24. NOTICES. All communications herein provided for or made pursuant hereto shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, and the giving of such communication shall be deemed complete on the third Business Day after the same is deposited in a United States Post Office with postage charges prepaid, (ii) reputable overnight delivery service with acknowledgment receipt returned, and the giving of such communication shall be deemed complete on the immediately succeeding Business Day after the same is deposited with such delivery service, (iii) legible fax with original to follow in due course (failure to send such original shall not affect the validity of such fax notice), and the giving of such communication shall be complete when such fax is received, or (iv) hand delivery:

(a) if to Landlord, at the address set forth herein.

(b) if to Tenant, at the address set forth herein.

25. ESTOPPEL CERTIFICATES. Each party hereto agrees that at any time and from time to time during the term of this Lease, it will promptly, but in no event later than ten (10) days after request by the other party hereto, execute, acknowledge and deliver to such other party a certificate stating, to the best of such party's knowledge, (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and setting forth any modifications); (b) the date to which Basic Rent, Additional Rent and other sums payable hereunder have been paid; (c) whether or not there is an existing default by Tenant in the payment of Basic Rent, Additional Rent or any other sum required to be paid hereunder, and whether or not there is any other existing default by Tenant with respect to which a notice of default has been served or of which the signer has Actual Knowledge, and, if there is any such default, specifying the nature and extent thereof; (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate; (e) stating that Tenant is in possession of the Premises or setting forth the parties in possession and identifying the instruments pursuant to which they took possession; and (f) stating such other information with respect to the Premises and/or this Lease as may be reasonably requested.

26. NO MERGER. Tenant agrees that there shall be no merger of this Lease or of any sublease under this Lease or of any leasehold or subleasehold estate hereby or thereby created with the fee or any other estate or ownership interest in the Premises or any part thereof by reason of the fact that the same entity may acquire or own or hold, directly or indirectly, (a) this Lease or any sublease or any leasehold or subleasehold estate created hereby or thereby or any

interest in this Lease or any such sublease or in any such leasehold or subleasehold estate and (b) the fee estate or other estate or ownership interest in the Premises or any part thereof.

27. SURRENDER.

(a) Upon the expiration or earlier termination of the Term of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord in the same condition in which the Premises was originally received from Landlord on the Interim Commencement Date, except as repaired, rebuilt, restored, altered or added to as required by or permitted by any provision of this Lease (ordinary wear and tear and the consequences of any Destruction resulting in the termination of this Lease pursuant to paragraph (c) of Article 12 hereof excepted). Tenant shall remove from the Premises on or prior to such expiration or earlier termination Trade Fixtures and all property situated thereon which is not the property of Landlord and shall repair any damage caused by such removal. Property not so removed shall become the property of Landlord, and Landlord may cause such property to be removed from the Premises and disposed of, and Tenant shall pay the cost of any such removal and disposition and of repairing any damage caused by such removal.

(b) Except for surrender upon the expiration or earlier termination of the Term hereof, no surrender to Landlord of this Lease or of the Premises shall be valid or effective unless agreed to and accepted in writing by Landlord.

28. SEPARABILITY. Each provision contained in this Lease shall be separate and independent and the breach of any such provision by Landlord shall not discharge or relieve Tenant from its obligation to perform each obligation of this Lease to be performed by Tenant. If any provision of this Lease or the application thereof to any Person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the extent permitted by law.

29. SIGNS;SHOWING. During the six-month period preceding the date on which the then current Term of this Lease shall expire, Landlord may (a) place signs in reasonable locations on the grounds in front of the Premises advertising that the same will be available for rent or purchase, and (b) upon not less than twenty four (24) hours notice to Tenant, show the Premises to prospective Tenants or purchasers during normal business hours as Landlord may elect.

30. WAIVER OF TRIAL BY JURY. Landlord and Tenant hereby waive trial by jury in any litigation brought by either against the other on any matter arising out of or in connected with this Lease or the Premises.

31. RECORDING. Landlord and Tenant will execute, acknowledge, deliver and cause to be recorded or filed or, at Tenant's expense, registered and re-recorded, refiled or re-registered in the manner and place required by any present or future law, a memorandum thereof, and all other instruments, including, without limitation, financing statements, continuation statements, releases and instruments of similar character, which shall be reasonably requested by Landlord or

Tenant as being necessary or appropriate in order to protect their respective interests in the Premises.

32. MISCELLANEOUS. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors permitted hereunder. Nothing herein shall restrict the right of Landlord to convey the Premises or interests therein or interests in Landlord without the consent of Tenant. Recourse for the breach of any obligation of Landlord hereunder shall be limited to Landlord's interest in the Premises, and in no event shall Tenant have recourse to Landlord personally, its trustees or beneficiaries, or to any other assets of Landlord. To the extent Landlord or Landlord's Mortgagee, in its reasonable opinion, should at any time during the Term of this Lease require any additional documents to be executed by Tenant to further document Tenant's agreements hereunder or under any related documents, the Tenant shall immediately comply with said request and execute such documents. This Lease may not be amended, changed, waived, discharged or terminated orally, but only by an instrument specifically evidencing an intent to amend signed by the party against whom enforcement thereof is sought. No failure, delay, forbearance or indulgence on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, or as an acquiescence in any breach, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. This Lease and the rights and obligations in respect hereof shall be governed by, and construed and interpreted in accordance with, the laws of the state within which the Premises is located. All headings are for reference only and shall not be considered as part of this Lease. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute but one and the same instrument. Tenant may cause to be performed any obligations of Tenant under this Lease in lieu of performing such obligation itself.

The Balance of this page is intentionally left blank

[SIGNATURE PAGES ONLY TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed and delivered as of the date first written above.

Signed, Sealed and Delivered
in the Presence of the following
Witness(es):

Name:

Name:

Signed, Sealed and Delivered
in the Presence of the following
Witness(es):

Name:

Name:

LANDLORD:

LAUDERHILL COMMUNITY
REDEVELOPMENT AGENCY,

By: _____

Name: Sean Henderson

Title: Executive Director

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Lease Data

1. Date of Lease: _____, 2024
2. Landlord: Lauderhill Community Redevelopment Agency
3. Tenant: The Hill District, LLC.
4. Premises Leased:

Approximately 775 square feet of Floor Area in the Center located at the address of 1451 N.W. 31st Avenue. Lauderhill, FL 33311 and including Unit A.
5. Commencement Date: November 15, 2024
6. Rent Commencement Date: December 15, 2024
7. **Total downpayment Due (1st, last, security): \$4,600.00**
8. Basic Term Expiration Date: November 14, 2025
9. Basic Rent shall be paid as follows:

(Calculated Annually Per Square Foot of Floor Area in the Premises)
One Year Lease @ \$24.00/sq.ft.

Insert Monthly Base Rent \$1,550.00 per month + tax
Total Monthly Base Rent Installment Due: \$1,681.75

\$18,600 annual Base Rent – year 1 (\$1,550 + *tax* monthly)
\$19,530 Base Rent – year 2* (\$1,627.50 + *tax* monthly)
\$20,506.50 Base Rent – year 3* (\$1,708.88 + *tax* monthly)

*subject to option to extend authorized by Landlord.
10. Landlord's Address for Notice:
Lauderhill Community Redevelopment Agency
1803 N.W. 38th Avenue
Lauderhill, FL 33311
11. Tenant's Address for Notice:
The Hill District, LLC.
699 N. Federal Highway, Suite 300
Fort Lauderdale, FL 33304