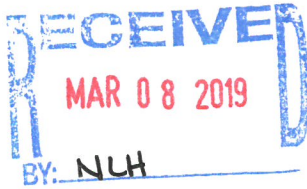


Application



Application for Exception for Outdoor Merchandise Display
City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



Please completely fill out this application and attach all necessary documents. This will help our staff to process your request quickly and obtain necessary information without delay. If you have any questions please call 305-809-3720 to schedule an appointment with a Planner. This application is pursuant to Section 106-51 & 52 City of Key West Land Development Regulations.

Applicant's Name ELENA MASHTAKOV
Address of Proposed Display 217 Duval Street
RE# of Property _____
Business Name FUNKY FLAMINGO
Business Address 217 Duval Street, Key West, FL 33040
Applicant's Mailing Address 3710 PEARLMAN TERRACE
Telephone 305-394-7909 Email ELENA@ARTIBUSDESIGN.COM
Name of Property Owner WILLIAM FOSTER & BARBARA HANN
Mailing Address 31 S BOUNTY LANE, KEY LARGO, FL 33037
Telephone 561-699-9385 Email BARBARAHANN@ME.COM

Located in or on:

- ☐ a porch, patio, or other attached portion of an adjacent permanent structure.
☐ an arcade, gazebo, or other temporary structure.
☒ a cart or movable booth. (Must have received or obtained HARC approval)
☒ a portable table, rack, or other non-permanent equipment.

Describe the specific merchandise to be displayed and business conducted.

Locally made ART & GIFTS, RETAIL.

Application for Exception for Outdoor Merchandise Display
City of Key West Planning Department
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Describe the structure and equipment used in the display in detail, including any seating.

*ONE HARC APPROVED DISPLAY CART, ARTFULLY PAINTED
BY A LOCAL ARTIST. ONE DESIGNER MANNEQUIN ON
A TRIPOD STANDS A WOODEN PICKET FENCE FOR SPINNER
DISPLAY. A "MENS CHAIR" - NOT RETAIL MERCHANDISE, JUST
SITTING FOR CUSTOMERS & AN OCCASIONAL DISPLAY TABLE.*

How far is the display from the street? 1 FOOT FROM BRICK FENCE

How far is the display from the sidewalk? _____

Length of time exception will be needed (no more than 60 months) 60 months

PLEASE PROVIDE THE FOLLOWING TO COMPLETE YOUR APPLICATION:

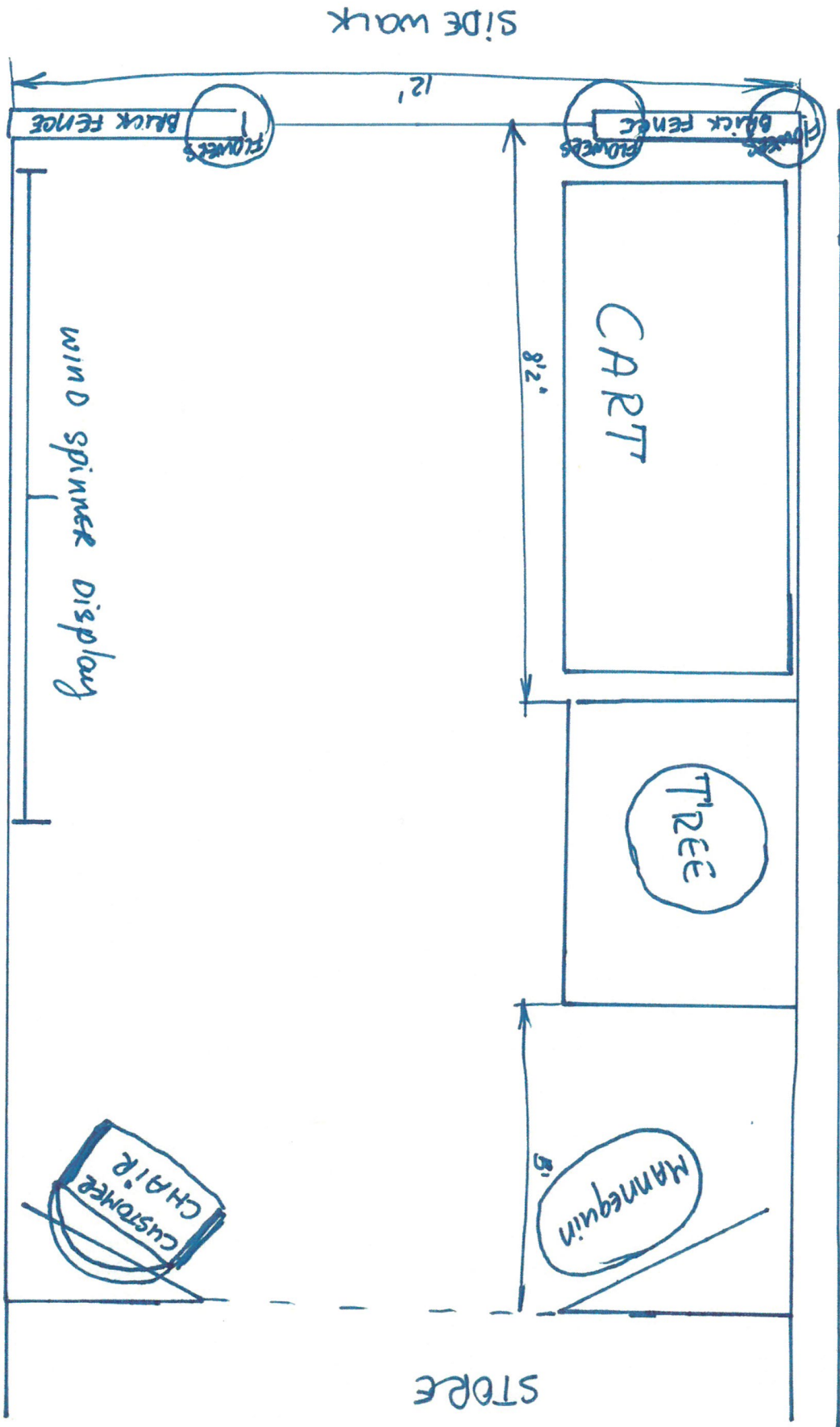
1. Provide fee of \$100.00. There are additional fees of \$50.00 for fire department review and \$100.00 for advertising and noticing. **For a total of \$250.00.** Please, make check payable to the City of Key West.
2. **Photographs** of the existing area and proposed display
3. A **site sketch** showing general lay out and location of the display relative to visibility from the public right-of-way
4. Copy of the **Warranty Deed**
5. Completed **Authorization** and **Verification** forms as necessary.
6. Recent Property Boundary **Survey**
7. **Property Appraisers** information (<http://qpublic.net/fl/monroe/>)

The information furnished above is true and accurate to the best of my knowledge.

Signature _____

Date 2/28/2019

SHORTIES STORE



DUAL STREET

Application for Exception for Outdoor Merchandise Display
City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



Sec. 106-51. - Prohibited.

The outdoor display of merchandise in the historic zoning districts of the city is prohibited unless an exception is granted by the planning board, as provided in section 106-52. Merchandise shall mean any good or product or sample or likeness of any good or product offered for sale by a business. Outdoor display shall mean the placement of merchandise on the exterior of a business structure, including a wall, roof, overhang, entranceway or window, or within a required setback area. For a cart, booth or arcade, outdoor display shall mean the placement of merchandise, either freestanding or by draping it, on the exterior or beyond the vertical plane of the cart, booth or arcade. In no event shall outdoor display be permitted in the public right-of-way. The prohibitions of this section shall not apply to automotive, bicycle and moped rentals and sales and to plant sales and shall not apply to art festivals or other special events duly permitted by the city commission.

(Ord. No. 97-10, § 1(3-16.1(C)(1)), 7-3-1997; Ord. No. 08-04, § 16, 5-20-2008)

Sec. 106-52. - Exceptions.

Exceptions to section 106-51 may be granted by the Planning Board as follows:

(1) Factors favoring the exception are as follows:

- a. The location of the proposed exception, while outdoors, is an interior courtyard of a building or buildings, or is a space specifically designed and permitted for use by outdoor merchants.
- b. The exception (for either the type of merchandise or the type of display) is compatible or in visual harmony with the character of the neighborhood.
- c. The exception's visual incongruity with the historic character of the neighborhood is reduced by substantial setback from public places and rights-of-way.

(2) Factors disfavoring the exception are as follows:

- a. Architecture contributing to the historical fabric or visual character of the neighborhood is obscured by the exception.
- b. The location of the proposed exception abuts, with minimal setback, a street of the historic district, thus the exception is visible from heavily used public places and rights-of-way.
- c. The exception presents a hazard to public safety.

(3) Exceptions to section 106-51 granted by the Planning Board shall be for a term of no more than 60 consecutive months and may be granted subject to terms and conditions

Application for Exception for Outdoor Merchandise Display
City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



specified by the board in order to protect the architectural heritage and visual character of the district. Applications for exceptions shall be accompanied by a nonrefundable fee of \$100.00 to cover the costs to the city of processing the application and investigating the applicant.

- (4) Exceptions to section 106-51 may be revoked by the Planning Board after notice and hearing on grounds that:
 - a. The applicant has failed to comply with terms and conditions specified pursuant to the grant of an exception in this section;
 - b. The exception was granted pursuant to mistaken or misleading information; or
 - c. The exception is not compatible, or in visual harmony, with development of the neighborhood occurring subsequent to grant of the exception.
- (5) The city manager or the planning board, upon written petition by any city resident, may cause issuance of a notice of hearing on revocation of an exception, which notice shall be issued by the city clerk.

(Ord. No. 97-10, § 1(3-16.1(C)(2)), 7-3-1997; Ord. No. 06-09, § 1, 5-2-2006; Ord. No. 08-04, § 17, 5-20-2008)

Verification Form

City of Key West
Planning Department



Verification Form
(Where Authorized Representative is an entity)


I, ELENA MASHTAKOV, in my capacity as PRESIDENT
(print name) (print position; president, managing member)

of CHICKEN EMPIRE LLC DBA FUNKY FLAMINGO STORE
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

217 DUVAL STREET, KEY WEST, FL
Street Address of subject property

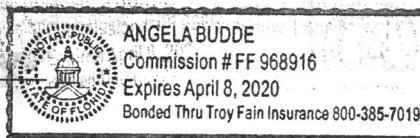
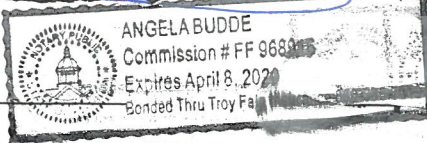
All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.


Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this June 19, 2019 by
date

Name of Authorized Representative

He/She is personally known to me or has presented Elena Mashtakov as identification.



Angela Budde
Name of Acknowledger typed, printed or stamped

968916
Commission Number, if any

Authorization Form

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, BARBARA HAWN as
Please Print Name of person with authority to execute documents on behalf of entity

Managing Member of Last Key 217 LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize ELENA MASHTAKOV OF CHICKEN EMPIRE LLC
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

[Signature]
Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this x 6/19/2019
Date

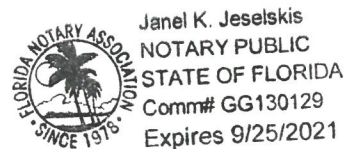
by x Barbara Hawn
Name of person with authority to execute documents on behalf on entity owner

He/She is personally known to me or has presented Florida Driver's License as identification.

Janel K. Jeselskis
Notary's Signature and Seal

Janel K. Jeselskis
Name of Acknowledger typed, printed or stamped

GG130129
Commission Number, if any



Property Record Card



Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00001300-000000
 Account# 1001325
 Property ID 1001325
 Millage Group 10KW
 Location Address 217 DUVAL St, KEY WEST
 Legal Description KW PT LOT 4 SQR 14 OR279-250/51 OR429-664 OR1137-1839 OR1177-240/41 OR1177-242/43Q/C
 (Note: Not to be used on legal documents.)
 Neighborhood 32010
 Property Class STORE COMBO (1200)
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable No
 Housing



Owner

FOSTER WILLIAM
 504 S Lake Dr
 Lantana FL 33462

FOSTER BARBARA
 504 S Lake Dr
 Lantana FL 33462

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$388,889	\$411,111	\$423,817	\$423,817
+ Market Misc Value	\$7,157	\$7,286	\$7,540	\$6,674
+ Market Land Value	\$2,648,387	\$2,648,387	\$2,651,271	\$2,651,271
= Just Market Value	\$3,044,433	\$3,066,784	\$3,082,628	\$3,081,762
= Total Assessed Value	\$3,044,433	\$3,066,784	\$3,082,628	\$3,081,762
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$3,044,433	\$3,066,784	\$3,082,628	\$3,081,762

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	5,763.00	Square Foot	51	113

Commercial Buildings

Style RESTRNT/CAFETR-B - / 21B
 Gross Sq Ft 5,507
 Finished Sq Ft 2,862
 Perimeter 966
 Stories 3
 Interior Walls
 Exterior Walls AB AVE WOOD SIDING
 Quality 450 ()
 Roof Type
 Roof Material
 Exterior Wall1 AB AVE WOOD SIDING
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 3
 Half Bathrooms 0
 Heating Type
 Year Built 1929
 Year Remodeled
 Effective Year Built 1995
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	2,862	2,862	414
PDO	PATIO DIN OPEN	2,645	0	552
TOTAL		5,507	2,862	966

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
WOOD DECK	1990	1991	1	358 SF	3
BRICK PATIO	1990	1991	1	386 SF	2
FENCES	1990	1991	1	462 SF	2
CONC PATIO	1992	1993	1	56 SF	2
FENCES	1994	1995	1	110 SF	4
BRICK PATIO	1994	1995	1	86 SF	2
WROUGHT IRON	1994	1995	1	99 SF	4

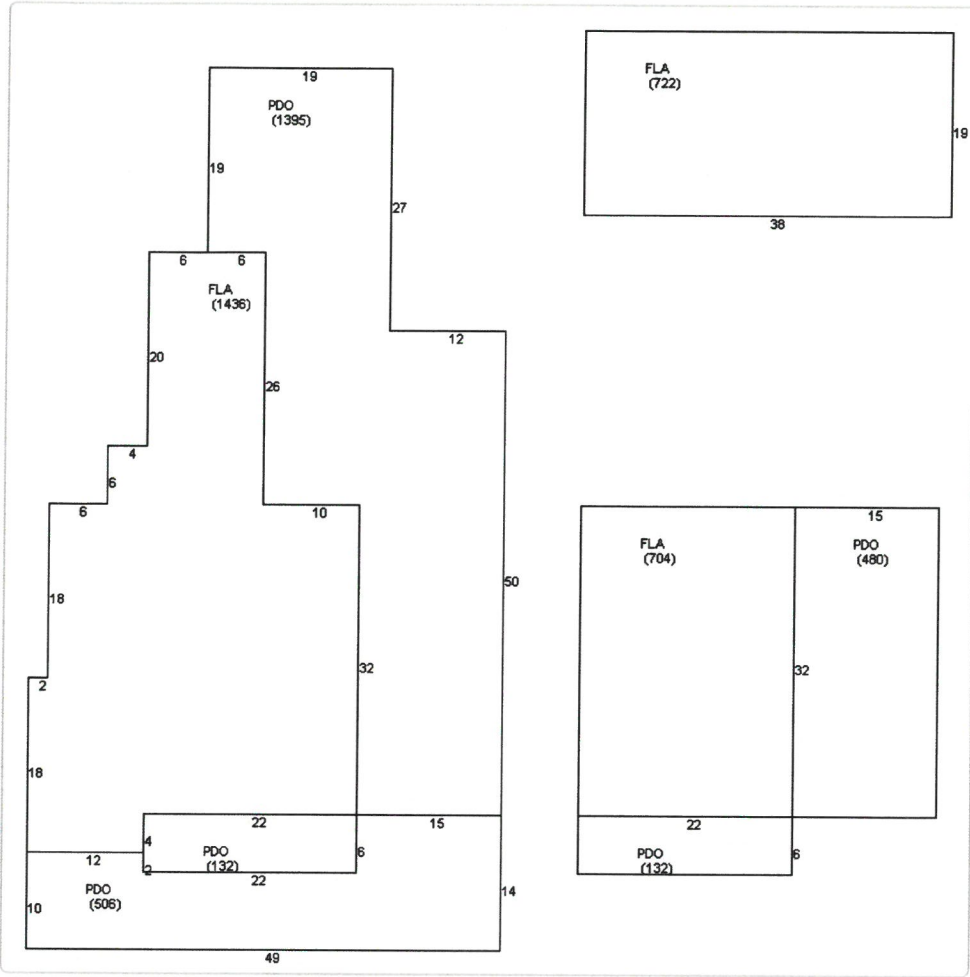
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/1/1991	\$266,500	Warranty Deed		1177	240	U - Unqualified	Improved
7/1/1990	\$550,000	Warranty Deed		1137	1839	Q - Qualified	Improved

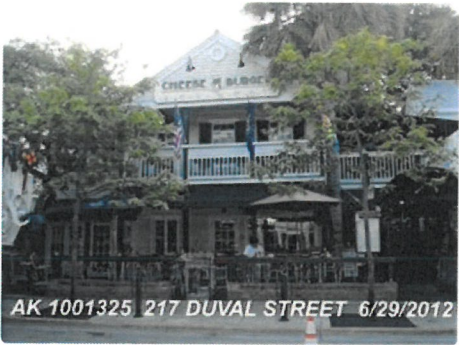
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17-00000603	2/16/2017		\$1,300	Commercial	REMOVE AND REPLACE ROTTEN 6" X 6" COLUMN AT DOWNSTAIRS FRONT PORCH (APPROX. 6FT). **NOC EXEMPT** **REPLACEMENT TO BE MADE WITH WOOD TO MATCH EXISTING (KP)**
16-0151	1/22/2016		\$2,700	Commercial	INSTALL DUCTWORK W/ 7 DROPS.
15-5139	1/7/2016		\$50,000		REMODELING REAR BAR, INSTALLING EURO WALLS IN REAR SIDE OF BLDG. INSTALL ROLL-UP DOOR PAINTING. REPLACE AWNINGS, REFRAME REAR WALL AND ADDITION.
13-4777	1/29/2014		\$64,000	Commercial	REVISION# PUT UP AND RELAY EXISTING FOOTPRINT (BRICK PAVERS) 1600SF REPLACE EXISTING PATIO WITH NEW PAVERS/ 750SF REPLACE 6FT PICKETS ONLY. REMOVE AND REPLACE TILE IN 3 BATHROOMS
13-5448	12/31/2013		\$6,950	Commercial	ADDITIONAL INSTALLATION OF NEW CEILING FANS, RECESSED LIGHTS, PENDANT LIGHTS AND WALL LIGHTS. REPLACING OF EXISTING CEILING FANS, SMOKE DETECTORS, OUTLETS, SWITCHES AND EXIT EMERGENCY LIGHTS.
13-4777	11/19/2013		\$45,500	Commercial	REMOVE AND REPLACE 600SF OF LAP SIDING AND 220SF OF NOVELTY SIDING. REMOVE AND REPLACE 15 LIGHT DOORS. PAINT EXTERIOR. REMOVE AND REPLACE 2 AWNINGS.
10-2360	7/26/2010		\$2,200		AFTER THE FACT: CONSTRUCT A DRY BAR IN SEATING AREA OF RESTAURANT. 37 SF
10-1450	5/12/2010		\$1,000		install new cricket to valley area between pitched roof.
05-4267	9/25/2005	12/31/2005	\$1,000	Commercial	2 HANDSINKS
05-3856	9/8/2005	12/31/2005	\$900		RUN GAS LINES
05-3596	8/25/2005	12/31/2005	\$2,200		INSTALL NEW WALK IN FREEZER
05-3337	8/9/2005	12/31/2005	\$5,000		INSTALL 8 SQUARES OF MOD RUBBER
05-3212	8/2/2005	12/31/2005	\$16,000		KITCHEN & BAR REMODEL
05-2873	7/29/2005	12/31/2005	\$30,000		KITCHEN & BAR
05-2176	7/5/2005	12/31/2005	\$4,500		AFTER THE FACT REPAIRS TO EXTERIOR
05-1881	5/20/2005	12/31/2005	\$2,400		EMERGENCY PERMIT: TEMPORARY SHORE-UP OF BUILDING
02-0876	4/16/2002	8/16/2002	\$3,000		NEW GREASE TRAPS
01-2941	8/31/2001	11/16/2001	\$4,000		ROOF REPAIR
9903978	12/29/1999	11/1/2000	\$7,000		CANVAS AWNINGS
9900797	3/4/1999	11/3/1999	\$1		ADD 18 SEATS TO RESTAURANT
9803502	11/17/1998	1/1/1999	\$800	Commercial	REPLACE METER CAN & RISER
9803016	10/13/1998	1/1/1999	\$1,900	Commercial	REPAIR ROOF LEAK
9603242	2/2/1997	12/7/1998	\$975	Commercial	REPLACE AWNING W/ROOF
9603242	2/1/1997	12/1/1997	\$975		ROOFING
9603781	9/1/1996	12/1/1996	\$1		ROOF
9603811	9/1/1996	12/1/1996	\$1		ELECTRIC
9603241	8/1/1996	12/1/1996	\$475		RENOVATIONS
9603242	8/1/1996	12/1/1996	\$975		RENOVATIONS
9602931	7/1/1996	12/1/1996	\$15,000		MECHANICAL
9602292	6/1/1996	12/1/1996	\$2,000		ELECTRIC
9500073	12/1/1995	12/1/1996	\$25,000		RENOVATIONS
9500180	12/1/1995	12/1/1996	\$9,500		WOOD DECKING
B954379	12/1/1995	12/1/1996	\$11,000		RENOVATIONS
E954349	12/1/1995	12/1/1996	\$1,500		ELECTRIC
B953510	10/1/1995	12/1/1996	\$10,000		PLUMBING
P953510	10/1/1995	12/1/1996	\$10,000		PLUMBING
P953543	10/1/1995	12/1/1996	\$19,800		ADDITION TOILET
B952412	7/1/1995	11/1/1995	\$250		SIGNS/LITE POLE
B952430	7/1/1995	11/1/1995	\$925		UPGRADE B951795
B951795	6/1/1995	11/1/1995	\$900		INTREIOR DEMO/CLEANUP
B952049	6/1/1995	11/1/1995	\$3,500		TEAR OUT FL/REPL PAVERS
E951873	6/1/1995	11/1/1995	\$500		ALTERATIONS/DEMOLISHING
A951608	5/1/1995	11/1/1995	\$5,000		INSTALL WROUGHT IRON FENCE
B951609	5/1/1995	11/1/1995	\$1,000		REPL. PCH FL. W/PAVERS
B950080	1/1/1995	11/1/1995	\$300		REPAIR DECK
E930166	1/1/1993	11/1/1995	\$1,000		CEIL. FANS ETC

Sketches (click to enlarge)



Photos



Map



TRIM Notice

[Trim Notice](#)

2018 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Exemptions.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

Last Data Upload: 3/19/2019 2:12:32 AM

Version 2.2.6

Developed by



Survey

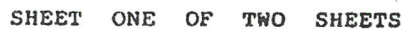
Professional Land Surveyors

3104 Flagler Avenue

Key West, FL 33040

Reg. No. 5234

(303) 296-7422 FAX (303) 293-9924



Quit Claim Deed

694500

OFF REC 1177 PAGE 0242

QUIT CLAIM DEED

(Wherever used herein, the term "party" shall include the heirs, personal representatives and/or assigns of the respective parties hereto; the use of the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders).

9.00
1.50
.60

THIS INDENTURE, made this 28th day of June, A.D., 1991, between WILLIAM FOSTER, of the County of Monroe, in the State of Florida, party of the first part, and WILLIAM FOSTER and BARBARA FOSTER, his wife, whose post office address is 217 Duval Street, Key West, Florida 33040 of the County of Monroe in the State of Florida, party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part the following described land, situate lying and being in the County of Monroe, State of Florida, to-wit:

Part of Lot 4, in Square 14 in the City of Key West, according to William A. Whitehead's Map or plan of said City, delineated in February, 1829. COMMENCING at a point on the Northeast side of Duval Street distant from the corner of Duval and Caroline Street 149.3 feet, and running along Duval Street in a Northwesterly direction for a distance of 51.7 feet; thence at right angles in a Northeasterly direction for a distance of 113 feet; thence at right angles in a Southeasterly direction for a distance of 51.7 feet; thence at right angles in a Southwesterly direction for a distance of 113 feet back to the Point of Beginning.

PARCEL ACCOUNT NO. 00001300-000000

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

[Signature]
Barbara Foster
WITNESSES AS TO SIGNATURE

[Signature]
William Foster
WILLIAM FOSTER

FILED FOR RECORD
JUL 17 1991

DS Paid 60 Date 7-19-91
MONROE COUNTY

694500

OFF REC 177 PAGE 0243

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WILLIAM FOSTER, to me well known and known to me to be the individual described in and who executed the foregoing deed, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Key West, said County and State, this 27th day of June, 1991.

(SEAL)

[Signature]
NOTARY PUBLIC
My Commission Expires

Notary Public, State of Florida
My Commission Expires July 21, 1992
Issued This Day For Insurance, Inc.

Recorded in Official Records Book
in Monroe County, Florida
and Verified
DANNY L. KOIHAGE
Clerk, Circuit Court

This Instrument Prepared By:
JOSEPH B. ALLEN, III
Attorney at Law
817 Whitehead Street
Key West, Florida 33040

Business Tax Receipt

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name FUNKY FLAMINGO

Location Addr 217 DUVAL ST

Lic NBR/Class LIC2019-
000015

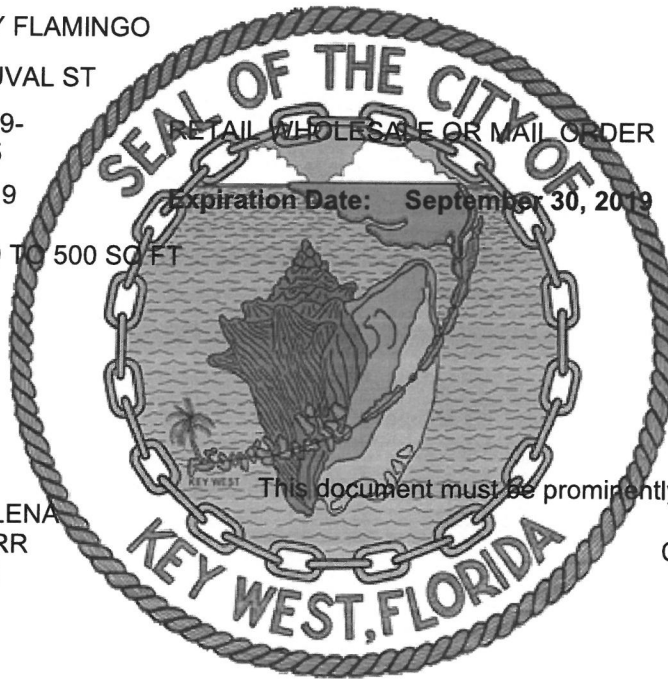
Issued Date 1/4/2019

RETAIL ESTABLISHMENT 0 TO 500 SQ FT

Comments:

Restrictions:

FUNKY FLAMINGO
C/O MASHTAKOV, ELENA
3710 PEARLMAN TERR
KEY WEST, FL 33040



RETAIL WHOLESALE OR MAIL ORDER

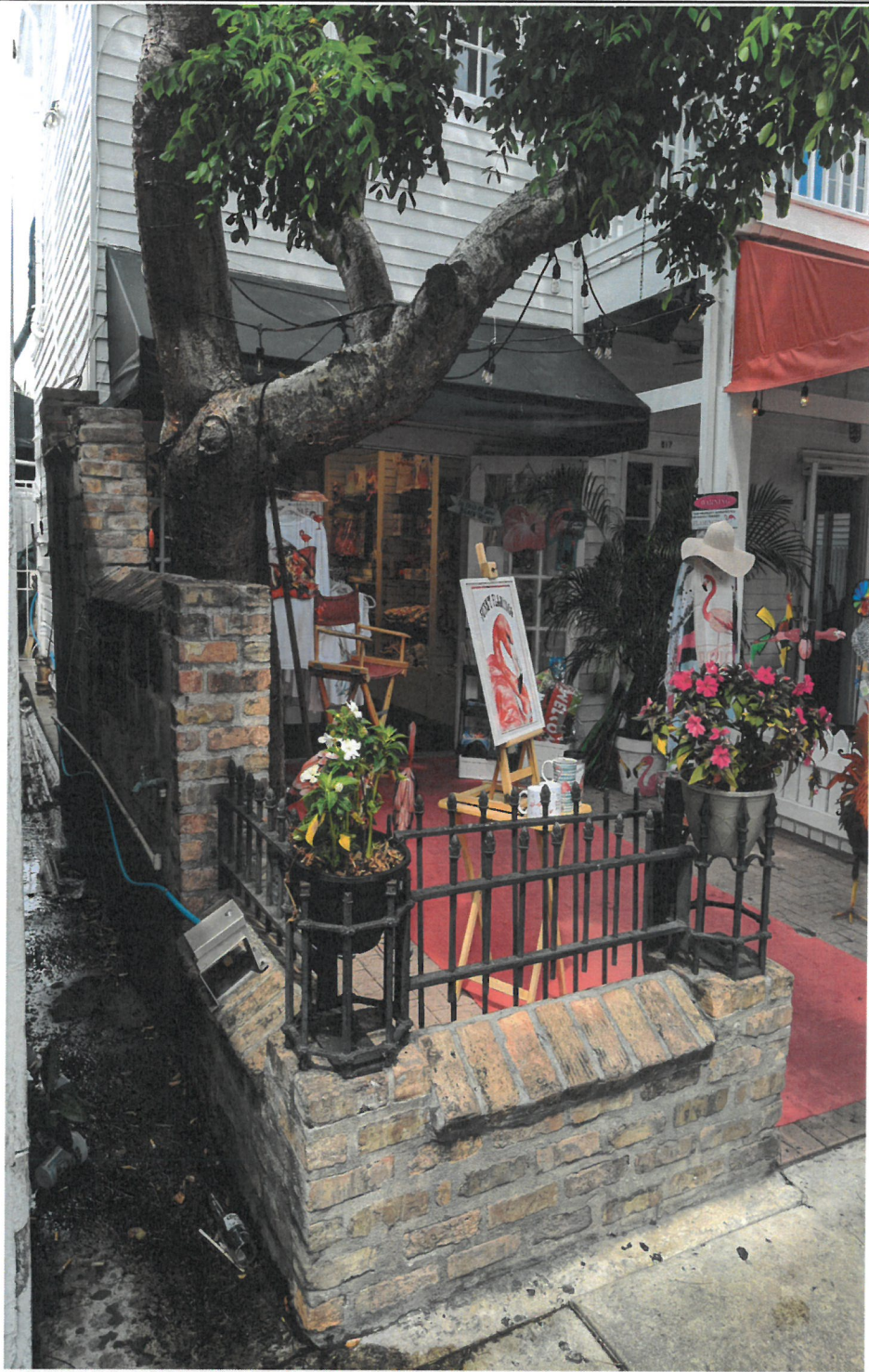
Expiration Date: September 30, 2019

This document must be prominently displayed.

CHICKEN EMPIRE LLC

Site Photos









Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is entered into this 4 day of January, 2019, by and between **WILLIAM L. FOSTER and BARBARA L. HANN** (collectively "**Landlord**") and **CHICKEN EMPIRE, LLC**, a Florida limited liability company, and ~~ARTHUR BAKALA~~, individually (collectively "**Tenant**"). In consideration of the mutual promises and representations set forth in the Lease, Landlord and Tenant agree as follows:

EM
31 WF

ARTICLE 1. SUMMARY AND DEFINITION OF CERTAIN LEASE PROVISIONS AND EXHIBITS

1.1 The following terms and provisions of this Lease, as modified by other terms and provisions hereof, are included in this Section 1.1 for summary and definitional purposes only. If there is any conflict or inconsistency between any term or provision in this Section 1.1 and any other term or provision of this Lease, the other term or provision of this Lease shall control:

(a) **Landlord:** **WILLIAM L. FOSTER and BARBARA L. HANN**

(b) **Address of Landlord
for Notices and Payment:**

31 S. Bounty Lane
Key Largo, FL 33037

With copy to:

WARREN & GRANT, P.A.
Attn: Michael L. Grant, Esq.
4440 PGA Blvd., Suite 200
Palm Beach Gardens, FL 33410

(c) **Tenant:** **CHICKEN EMPIRE, LLC,**
a Florida limited liability company

~~and~~
~~ARTHUR BAKALA,~~
~~an individual~~

EM
31 WF

(d) **Address of Tenant for Notices:**
3710 PEARLMAN TERRACE
KEY WEST, FL 33040

Phone: 305-394-7909
E-Mail: ELENA@ARTIBUSDESIGNS.COM

Landlord: 31
Tenant: EM 31 WF

(e) **Term:** Twenty-four (24) months, commencing on JANUARY 1, 2019 (the "**Commencement Date**"), and terminating on the last day of the 24th month thereafter (**DECEMBER 31, 2020**) (the "**Expiration Date**"). Also, Tenant shall have a Renewal Option pursuant to the terms and conditions set forth in **Exhibit "E"**.

(f) **Premises:** The "**Premises**" shall refer to the SPACE A, located at 217 Duval Street, Key West, Florida 33040 (the "**Building**"), consisting of approximately 437 rentable square feet as located and described on **Exhibit "A"** attached hereto. In addition, provided that Tenant complies with all Laws and provided that Tenant has not committed an Event of Default, Tenant shall be entitled to use of the patio Outdoor Space between Space A and the sidewalk, as located and described on **Exhibit "A"** attached hereto. Tenant shall have the right to use of the nearest common area toilet located down the hallway from the Premises.

(g) **Base Rent:**

Months	Monthly Base Rent
1-1-19 to 12-31-19	\$5,000.00
1-1-20 to 12-31-20	\$5,150.00

Tenant agrees to pay the ("**Base Rent**") in equal monthly installments at the address of the Landlord on the first (1st) day of each month, in advance, plus applicable sales tax thereon (currently 7.3%). In addition to Base Rent, Tenant shall likewise pay for its pro-rata share of as determined by Landlord of all operating expenses, taxes, insurance, maintenance, and all other sums due hereunder as set forth in the Lease (collectively "**Additional Rent**"). Base Rent and Additional Rent are collectively referred to as ("**Rent**").

(h) **Prepaid Rent and Security Deposit:** A Security Deposit of \$12,039.06 and, the first month's Rent in the amount of \$6,019.53 (to be applied to January 2019 of the Term), shall be tendered and deposited with Landlord at the time the Lease is signed by Tenant.

(i) **Permitted Use:** The operation of a RETAIL STORE under the trade name CHICKEN EMPIRE and no other use without first obtaining Landlord's prior written consent, which may be withheld in Landlord's sole discretion. In addition, Tenant shall at all times comply with all codes, ordinances, statutes, laws, and regulations of the applicable governmental authorities governing the Premises ("**Laws**").

(j) **Guaranty:** ELENA MASHTAKOV pursuant to the terms of Exhibit "C" attached hereto.

(k) **Tenant's Pro-Rata Share:** Tenant's Pro-Rata Share of Operating Expenses for the Building shall be **14%**.

1.2 The following exhibits (the "Exhibits") and addenda are attached hereto and incorporated herein by this reference:

Exhibit "A" Legal Description and Premises
Exhibit "B" Rules and Regulations
Exhibit "C" Guaranty
Exhibit "D" Tenant Initial Improvements
Exhibit "D-1" Required Items for Initial Tenant Improvements
Exhibit "E" Renewal Option

ARTICLE 2. PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the Premises, for and subject to the terms and provisions set forth in this Lease.

ARTICLE 3. TERM

The Term of this Lease and the Commencement Date shall be as specified in Section 1.1. Landlord shall provide the Premises on or before the Commencement Date in its current "As-Is" condition. By occupying the Premises, Tenant shall be deemed to have accepted the Premises in their as-is condition as of the date of such occupancy.

ARTICLE 4. PAYMENT OF RENT

Tenant shall pay to Landlord, without deduction, setoff, offset, notice, or demand, whatsoever, the Rent, payable in advance on the first day of each calendar month during the Lease's Term. If the Lease's Term commences on a date other than the first day of a calendar month, the Rent for that month shall be prorated on a per diem basis and be paid to Landlord on or before the Commencement Date. In addition to the payment of Rent, Tenant shall pay Landlord all applicable taxes then in force which may be imposed on Rent to be received by Landlord with respect to the Premises, including, without limitation, any Florida State Sales Tax that may be imposed on such rents ("**Rent Tax**"). All Rent Tax shall be paid in advance, without abatement, set-off or deduction on the first day of each calendar month during the Lease's Term.

Notwithstanding anything to the contrary set forth in this Lease Notwithstanding such conditionally abatement of Base Rent (a) all other sums due under the Lease, including Additional Rent, shall be payable as provided in the Lease, and (b) any increases in Base Rent set forth in the Lease shall occur on the dates scheduled therefor. The abatement of Base Rent provided for in this section is conditioned upon Tenant's full and timely performance of all of its obligations under the Lease for the entire Term, as renewed, amended or extended. If at any time during the Term

an Event of Default by Tenant occurs, then the abatement of Base Rent provided for in this section shall immediately become void, and Tenant shall promptly pay to Landlord, in addition to all other amounts due to Landlord under this Lease, the full amount of all Base Rent herein abated.

ARTICLE 5. OPERATING EXPENSES

In addition to Base Rent and adjustments thereto, Tenant shall pay to Landlord as Additional Rent Tenant's Pro-Rata Share of all charges, costs and expenses of Landlord of any nature and sort whatsoever, ordinary, foreseen, or unforeseen, which arise from Landlord's ownership, operation, maintenance, repair and replacement of the Premises or any part thereof, including, but not limited to, taxes (including, without limitation, all real estate and personal property taxes), assessments, special assessments, Landlord's Insurance and insurance costs (including deductibles and premiums) for Premises, liability, windstorm, flood, hazard, automotive, workers compensation and employee benefits and all other insurance maintained by Landlord for the Premises, electricity, gas, water, sewer, garbage and trash removal and other utility services for the Premises paid for by Landlord, operating costs, legal and accounting fees, costs of inspection, maintenance, repair and replacement of all systems and equipment including plumbing, heating, ventilating, air conditioning, lighting, electrical, security and life safety systems, the roof, foundation and structure, painting, window cleaning, service contract fees, licenses and permits, governmental impositions and liens, costs of compliance with governmental requirements, and any other charges, costs and expenses of Landlord of any nature and sort whatsoever, ordinary, foreseen, or unforeseen, which arise from Landlord's ownership, operation, maintenance, repair and replacement of the Premises or any part thereof ("**Operating Expenses**"). No cost or expense shall be excluded from being an Operating Expenses solely because it is an obligation of Landlord under this Lease, if any. Notwithstanding anything to the contrary set forth in this Lease, Operating Expenses shall exclude only (i) depreciation, (ii) leasing commissions or fees, (iii) Landlord's federal income tax payments, and (iv) mortgage principal or interest payments. As of the Effective Date, the estimate for Operating Expenses is approximately \$7,329.00 per year which is to be paid by Tenant in monthly installments of \$610.00, but such figure is merely an estimate and subject to change as set forth in this Lease. Notwithstanding anything to the contrary contained herein, nothing set forth in this Article shall in any way be construed as a representation or covenant of Landlord to incur such expenses or provide such services unless expressly set forth elsewhere in this Lease. Notwithstanding the foregoing, for purposes of calculating the amount payable by Tenant under this Section, the Operating Costs (with the exception of Uncontrollable Expenses (defined below)) shall not exceed for any calendar year during the Term of this Lease, other than the first calendar year, the amount of Operating Costs for the preceding calendar year plus ten percent (10%) (compounded annually). Any increases in the Operating Costs not recovered by Landlord due to the foregoing limitation shall be carried forward into all succeeding calendar years during the Term (subject to the foregoing limitation) until fully recouped by Landlord. The term "**Uncontrollable Expenses**" means expenses relating to the cost of utilities and other uncontrollable expenses (such as, but not limited to, real estate taxes, Landlord's insurance costs, increases in the minimum wage which may affect the cost of service contracts).

Tenant agrees to pay Tenant's annual Operating Expenses, plus applicable Rent Tax thereon, together with installments of Base Rent, in monthly installments in advance during the

Term as estimated annually in advance by Landlord. Such payments shall be prorated for the first and last calendar years of the Term hereof if such Term does not start on the first and end on the last day of a calendar year. Following the end of each calendar year, Landlord shall advise Tenant of Tenant's actual Operating Expenses payable for the prior calendar year as computed based upon the actual cost thereof to the Landlord. If there shall have been an underpayment by the Tenant based on Landlord's estimate for Operating Expenses, the Tenant shall pay the underpayment difference within thirty (30) days of request therefor from Landlord in writing; if there shall have been an overpayment by Tenant, Tenant shall be given a credit towards the next due payment(s) of Tenant's Operating Expenses.

The Tenant's actual Operating Expenses for the final calendar year of this Lease shall be due and payable even though it may not be finally calculated until after the expiration of the Term. Accordingly, Landlord shall have the right to continue to hold Tenant's Security Deposit following expiration of the Term until Tenant's actual Operating Expenses for the final calendar year of this Lease has been paid. This covenant shall survive the termination or expiration of this Lease.

Tenant shall have thirty (30) days from the date Landlord renders its annual reconciliation statement of Tenant's annual Operating Expenses, to object to such statement in writing. If Tenant objects to Landlord's statement or calculations in writing, Tenant shall be afforded, one (1) time per Lease Year, reasonable access to Landlord's books and records to review same. If the Tenant fails to object in writing within said thirty (30) days, then it shall be conclusively presumed and agreed that Tenant thereby acknowledges it is liable for the amount of Tenant's Operating Expenses as calculated and determined by the Landlord.

ARTICLE 6. SIGNS

Tenant may install a sign on the Premises, provided that such sign is approved in advance by Landlord in writing, which shall not damage or impair the attractiveness of the Premises and which complies at all times with all codes, ordinances, statutes, laws, and regulations of the applicable governmental authorities ("Laws"). A permit from the applicable governmental authorities will be necessary to place a sign on the exterior of the Premises. Signs must be professionally painted and/or constructed and securely affixed to the Premises so as not to constitute a hazard. At the termination of the Lease, Tenant shall remove any and all signage and cause any damage to the Premises resulting from the installation and/or removal of such sign(s) to be repaired so as to restore the Premises where the sign(s) was/were affixed to the condition prevailing before the sign(s) was/were affixed and in good repair and condition.

ARTICLE 7. PERSONAL PROPERTY TAXES

Tenant shall pay, prior to delinquency, all taxes levied upon fixtures, furnishings, equipment, and personal property placed on or about the Premises by Tenant.

ARTICLE 8. PAYMENT OF RENT/LATE CHARGES

Tenant shall pay the Rent and all other charges specified in this Lease to Landlord at the address set forth on Section 1.1 of this Lease, or to another person and at another address as Landlord from time to time designates in writing. All monetary obligations of Tenant, including Rent, not received within five (5) days after the due date (the "**Delinquency Date**") thereof shall automatically (and without notice) incur a late charge of ten percent (10%) of the delinquent amount. Any such late charge and interest shall be payable as Additional Rent under this Lease, shall not be considered a waiver by Landlord of any default by Tenant hereunder, and shall be payable immediately by Tenant. Tenant shall also be charged \$250.00 for each check that is returned to Landlord without payment for insufficient and/or lack of funds or for any other reason.

ARTICLE 9. SECURITY DEPOSIT

Tenant shall, upon execution of this Lease, deposit with Landlord the Security Deposit, as security for the full and timely performance of all of the terms and provisions of this Lease by Tenant. No interest shall accrue on the Security Deposit, and same shall not be held in a segregated account. The Security Deposit shall not be used by Tenant to pay the last month's Rent payment or any Rent due hereunder. Landlord may use all or any portion of the Security Deposit without notice, and within ten (10) days from receipt of Landlord's written notice to restore and replenish the Security Deposit to the full amount set forth in this Lease, Tenant shall pay Landlord such amount. If Tenant fails to timely pay such payment to restore and replenish the Security Deposit, same will be an Event of Default hereunder. If Tenant fully complies and performs all of the terms and provisions of this Lease, subject to Article 5, the Security Deposit shall be returned to Tenant after the Expiration Date and surrender of the Premises to Landlord.

ARTICLE 10. CONSTRUCTION OF THE PREMISES/LANDLORD'S WORK

Tenant hereby acknowledges that: (a) Tenant accepts the Premises as suitable for the purposes for which the same are leased; (b) that the Landlord shall deliver the Premises to Tenant in its "As-Is" "Where-Is" condition; and, (c) Landlord has made no representations or warranties concerning the Premises or Tenant's Permitted Use or any other use thereof, unless same are expressly set forth herein in writing.

ARTICLE 11. ALTERATIONS

Tenant shall not make or cause to be made any alterations or improvements or repairs to the Premises without first submitting plans / drawings to Landlord and receiving the prior written consent of Landlord. Any and all additions, alterations, and improvements (whether or not such improvements constitute trade fixtures of Tenant), which may be made to the Premises by Tenant, including, but not limited to, floor coverings, paneling, doors, drapes, built-ins, moldings, sound attenuation, and lighting and telephone or communication systems, conduit, wiring and outlets, shall be made and done in a good and workmanlike manner and in compliance with all Laws (including the Americans with Disabilities Act) and of good and sufficient quality and materials and shall be the property of Landlord and be surrendered with the Premises at the expiration of the Lease's Term.

ARTICLE 12. PERSONAL PROPERTY/SURRENDER OF PREMISES

All personal property located in the Premises may remain the property of Tenant and shall be removed by Tenant not later than the Expiration Date or the earlier termination of the Lease's Term. Tenant shall promptly repair, at its own expense, any damage resulting from such removal. All cabinetry, built-in appliances, equipment, wall coverings, floor coverings, window coverings, electrical fixtures, plumbing fixtures, conduits, lighting, and other special fixtures that may be placed upon, installed in, or attached to the Premises by Tenant shall, at the termination of this Lease be the property of Landlord (unless rejected by Landlord in writing). At the Expiration Date or upon the earlier termination of the Lease's Term, Tenant shall surrender the Premises in good and broom clean condition and repair, and shall deliver all keys to Landlord. Landlord may, at its option, remove, discard, and/or keep (as through a bill of sale) all or part of any of Tenant's personal property remaining in the Premises after the Expiration Date or the earlier termination of the Lease's Term or Tenant's right to possession and/or store any such personal property in any manner without any liability for loss and damage, and Tenant shall be liable to Landlord for any and all expenses incurred in such removal, discard, and/or storage plus a twenty percent (20%) service charge upon written notice, as Additional Rent.

ARTICLE 13. LIENS

In order to comply with the provisions of Section 713.10, Florida Statutes, it is specifically agreed and provided that, Tenant, nor anyone claiming by, through or under Tenant, including, but not limited to, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises. Tenant shall notify all of its contractors, subcontractors, materialmen, mechanics and/or laborers regarding this Lease provision. Tenant agrees and shall keep the Premises free from any and all liens arising out of any work performed, material furnished, or obligations incurred due to the actions of Tenant or Tenant's employees, agents, representatives, contractors or invitees or the failure of Tenant to comply with any Law. In the event any such lien does attach against the Premises, and Tenant does not discharge the lien or post bond (which under law would prevent foreclosure or execution under the lien) within ten (10) days after written demand by Landlord, such event shall be a default by Tenant under this Lease and, in addition to Landlord's other rights and remedies, Landlord may take any action necessary to discharge the lien at Tenant's sole cost and expense plus a twenty percent (20%) service charge as Additional Rent.

ARTICLE 14. USE OF PREMISES/HAZARDOUS SUBSTANCES

14.1 Without the prior approval of Landlord, Tenant shall not use the Premises for any use other than as set forth in Section 1.1(i) (the "Permitted Use"). Tenant agrees to comply with all applicable Laws, ordinances and regulations in connection with its use of the Premises, agrees to keep the Premises in a clean and sanitary condition, and agrees not to perform any act in the Premises which would increase any insurance premiums related to Landlord's insurance for the

Premises or would cause the cancellation of any of the Landlord's insurance policies related to the Premises.

14.2 "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority having jurisdiction. The term "**Hazardous Substance**" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) petroleum or (vi) asbestos or asbestos-containing materials.

14.3 Compliance with Law. Tenant shall conduct, and cause to be conducted, all operations and activity at the Premises in compliance with, and in all other respects shall comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives and other requirements, and all present and future requirements of common law, concerning the protection of public health, safety or the environment (collectively "**Environmental Statutes**").

14.4 Permits. Tenant, in a timely manner, shall, to the extent required due to Tenant's use of the Premises or arising out of Tenant's actions at the property, obtain and maintain in full force and effect all permits, licenses and approvals, and shall make and file all notifications and registrations as required by Environmental Statutes. Tenant shall at all times comply with the terms and conditions of any such permits, licenses, approvals, notifications and registrations.

14.5 Operations. Should a release of any Hazardous Substance occur at the Premises or the property as the result of the acts or omissions of Tenant and/or any of the Tenant Parties, Tenant shall immediately contain, remove and dispose of, off the Premises, such Hazardous Substances and any material that was contaminated by the release, and remedy and mitigate all threats to human health or the environment relating to such release. When conducting any such measures Tenant shall comply with all Environmental Statutes.

14.6 Storage Tanks. Tenant shall not install or cause the installation of any aboveground or underground storage tank at the Premises, without first receiving Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, except for any existing grease interceptor / trap which tenant shall maintain.

14.7 Indemnification. Notwithstanding any other provision in this Lease to the contrary, Tenant hereby agrees to indemnify and to hold harmless Landlord and its officers, directors, shareholders, partners and principals of, from and against any and all expense, loss, cost, claim, damage, penalty, fine, or liability of any kind or nature suffered by Landlord by reason of the presence or release of Hazardous Substances at or from the Premises, or any violation of Environmental Statutes by the Premises, as a result of the acts or omissions of Tenant, its employees, agents, representatives, contractors or invitees or Tenant's breach of any of the provisions of this Section, including

without limitation: (A) any and all expenses that Landlord may incur in complying with any Environmental Statutes, (B) any and all costs that Landlord may incur in studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the presence or release of any hazardous substance at or from the Premises, (C) any and all costs for which Landlord may be liable to any governmental agency for studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the presence or release of any hazardous substance at or from the Premises, (D) any and all fines or penalties assessed, or threatened to be assessed, upon Landlord by reason of a failure of Tenant to comply with any obligations, covenants or conditions set forth in this Section, and (E) any and all reasonable legal fees and costs incurred by Landlord in connection with any of the foregoing. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Term of this Lease.

ARTICLE 15. INTENTIONALLY DELETED

ARTICLE 16. QUIET ENJOYMENT

Landlord agrees that, provided a default by Tenant has not occurred, Landlord will do nothing that will prevent Tenant from quietly enjoying, possessing, and occupying the Premises during the Lease's Term, subject to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

ARTICLE 17. MAINTENANCE AND REPAIR

17.1 Tenant shall, keep and maintain in good repair and working order and condition, the entire Premises, including, but not limited to: the foundation, roof, structural elements, exterior, interior, electrical, plumbing, mechanical systems, and heating and air conditioning systems. Any and all maintenance and repair obligations are Tenant's at its sole cost and expense. Tenant shall give immediate written notice of any required repairs by Tenant to Landlord and Landlord shall have a reasonable time after receipt by Landlord of such written notice to authorize Tenant making such repairs, except for cases of emergency in which Tenant is authorized to immediately make such emergency repairs contemporaneously with notifying Landlord in writing. LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY INTERRUPTION OF TENANT'S BUSINESS OR INCONVENIENCE CAUSED DUE TO ANY CONDITION OR WORK PERFORMED IN OR ON THE PREMISES BY LANDLORD OR TENANT OR ANY INTERRUPTION IN UTILITY SERVICES. TO THE EXTENT ALLOWED BY LAW, TENANT WAIVES THE RIGHT TO MAKE ANY REPAIRS AT LANDLORD'S EXPENSE, INCLUDING ANY RIGHT TO SELF-HELP. If Landlord is be required to perform any maintenance or make any repairs because of: (a) Tenant's failure to maintain or repair the Premises pursuant to this Lease; (b) installation of Tenant's improvements, fixtures, or equipment; (c) a negligent or wrongful act of Tenant or Tenant's employees, agents, representatives, contractors or invitees (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement); or (d) Tenant's failure to perform any of Tenant's obligations under this Lease, Landlord may perform the maintenance or repairs and Tenant shall pay Landlord the cost thereof plus a twenty percent (20%) service charge upon demand as Additional Rent. Landlord shall not be obligated to provide any maintenance, repair, and/or replacement services to Tenant.

17.2 Tenant shall keep the entire Premises in and shall at its sole cost and expense keep the same free of trash, dirt, rubbish, insects, rodents, vermin and other pests and shall make all needed maintenance, repairs and replacements to the exterior and interior of the Premises, including, but not limited to, maintenance, repair and/or replacement of cracked or broken glass, walls, flooring, ceiling grid, paint, doors, furnishing, fixtures, electrical systems, plumbing systems, HVAC equipment and systems. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement in accordance with all applicable Laws, including but not limited to, all lighting, plumbing, and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, tie-ins, connections, pipes and wiring, and any sewer stoppage located on or about the Premises, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent. Tenant shall at all times also keep the Premises free of mold and excessive moisture.

17.3 Notwithstanding anything in this Lease to the contrary, to the extent the terms and provisions of Article 21 conflict with, or are inconsistent with, the terms and provisions of this Article 17, the terms and provisions of Article 21 shall control.

17.4 All alterations and repairs by Tenant shall be performed only by qualified and licensed and insured contractors and subcontractors, approved in advance by Landlord in writing. All such work shall be performed in accordance with all Laws (including the Americans with Disabilities Act) and codes and in a good and workmanlike manner so as not to damage the Premises, including the building's roof, the building's foundation, the building's structural elements and the building's systems. All such work which may affect the building's roof, the building's foundation, the building's structural elements and/or the building's systems, at Landlord's election, must be performed by Landlord's preferred contractor(s) for such work or a contractor approved by Landlord. Any and all work affecting the roof of the building must be performed by Landlord's roofing contractor or a contractor approved by Landlord and no such work will be permitted if it would void or reduce the warranty on the roof.

17.5 Tenant shall, at Tenant's cost and expense maintain the landscaping, vegetation, and exterior portions of the Premises in good, clean and habitable condition and in accordance with all governmental regulations and Laws (including the Americans with Disabilities Act).

17.6 HVAC Equipment and System. Tenant must comply with all applicable Laws, rules, regulations and building codes relating to the HVAC equipment and systems. Tenant shall maintain the HVAC equipment and systems in good condition, order and repair. Without limiting the foregoing, Tenant shall enter into a contract for the inspection and maintenance of the HVAC equipment and systems in the Premises with a qualified and experienced contractor reasonably acceptable to Landlord, which contract shall provide for a thorough inspection, cleaning, and maintenance of such HVAC equipment and systems on at least a quarterly basis (provided that either Landlord or Tenant may require at any time that such work be conducted more frequently if necessary). Tenant shall promptly provide to Landlord a copy of such contract and copies of all inspection and maintenance reports. Tenant shall promptly undertake any remedial action reasonably recommended by its contractor. In the event that Tenant does not enter into such a contract or does not undertake any remedial action recommended by its contractor, Landlord may,

upon notice to Tenant, enter into such a contract on behalf of Tenant or perform the work and in either case, charge Tenant the cost thereof along with a reasonable amount for Landlord's overhead in the amount of twenty percent (20%) as Additional Rent.

17.7 Grease Trap and Exhaust System. Intentionally deleted.

ARTICLE 18. UTILITIES AND SERVICES

Tenant shall obtain all utilities, water, electricity, sewerage, gas, telephone, cable and other utilities for the Premises directly from the public utility company furnishing same. Any meters required in connection therewith shall be installed at Tenant's sole cost and expense. Tenant shall pay all utility deposits and fees, and all monthly service charges for all utilities including water, electricity, sewage, gas, telephone and any other utility services furnished to the Premises during the Term of this Lease. In the event any such utilities are not separately metered on the Commencement Date, then until such time as such services are separately metered, Tenant shall pay Landlord Tenant's cost of such services, as actually paid by Landlord **which are estimated and anticipated to be \$100 per month, as additional rent.** Tenant shall be responsible at Tenant's sole cost and expense for all trash and garbage removal, including obtaining a trash dumpster for the Premises; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage within or on the Premises. LANDLORD SHALL NOT BE LIABLE FOR DAMAGES NOR SHALL RENT OR OTHER CHARGES ABATE IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF ANY UTILITY OR SERVICE SUPPLIED TO THE PREMISES BY A REGULATED UTILITY OR MUNICIPALITY (PROVIDED LANDLORD USES DILIGENT EFFORTS TO REPAIR OR RESTORE THE SAME) AND NO SUCH FAILURE OR INTERRUPTION SHALL ENTITLE TENANT TO ABATE RENT OR TERMINATE THIS LEASE, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LANDLORD.

ARTICLE 19. ENTRY AND INSPECTION

Landlord and its agents and contractors shall have the absolute right to enter into the Premises at all reasonable times for the purpose of inspecting the Premises and Landlord reserves the right to show the Premises at reasonable times to prospective tenants and purchasers. Landlord will attempt to minimize any impact or disruption of Tenant's business in a commercially reasonable manner. During such entry, inspections, and showings the Landlord accepts any and all liability for damage to the Premises and harm to Landlord's invitees. Landlord shall be permitted to take any action under this Article without causing any abatement of rent or liability to Tenant for any loss of occupation or quiet enjoyment of the Premises, nor shall such action by Landlord be deemed an actual or constructive eviction. In addition, Tenant agrees to cooperate with Landlord and its agents and contractors with regard to all requests to inspect and/or perform tests and other diagnostics in, on, and/or about the Premises, including, but not limited to, contractors, engineers, architects, and environmental consultants.

ARTICLE 20. INSURANCE

20.1 Tenant's Insurance. All personal property and fixtures belonging to Tenant shall be placed and remain on the Premises at Tenant's sole risk. Effective as of the earlier of: (1) the date Tenant

enters or occupies the Premises; or (2) the Commencement Date, and continuing throughout the Lease's Term, Tenant shall maintain the following insurance policies:

- (a) Commercial General Liability Insurance in amounts of no less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 each person or organization for personal and advertising injury, \$2,000,000 general aggregate. Limits can be satisfied through the maintenance of a combination of primary and umbrella policies. Tenant may maintain such insurance on a multi-location basis provided that the aggregate limits or sublimits on each policy are dedicated to the Premises and thereby not subject to dilution by claims occurring at other locations. Prior to the sale, storage, use or giving away of alcoholic beverages on or from the Premises by Tenant or any other person, Tenant, at the expense of Tenant, shall obtain a policy or policies of insurance having limits for bodily injury (fatal or non-fatal) to any person of at least \$2,000,000.00 or arising out of any one accident, issued by a responsible insurance company in a form acceptable to Landlord, naming Landlord and any other parties in interest from time to time designated in writing by notice by Landlord to Tenant as an additional insured(s) thereunder, and protecting Landlord and Landlord Parties and the Premises against any and all damages, claims, liens, judgments, expenses and costs arising under any present or future law, statute or ordinance by reason of any storage, sale, use or giving away of alcoholic beverages on or from the Premises (dram shop insurance). Tenant must provide Landlord with a copy of its permit to sell alcoholic beverages which it obtained from the governmental entity having jurisdiction, prior to the sale, storage, use or giving away of alcoholic beverages on or from the Premises.
- (b) Commercial Property Insurance covering at full replacement cost value the alterations and improvements in and to the Premises; and, Tenant's following property in the Premises: (A) inventory; (B) FF&E (unattached furniture, fixtures, and equipment); (C) alterations, improvements and betterments made by the Tenant including but not necessarily limited to all permanently attached fixtures and equipment; and (D) any other property in which the Tenant retains the risk of loss including electronic data processing equipment, employee personal property or other property owned or leased by Tenant. Such property insurance shall include: (1) coverage against such perils as are commonly included in the special causes of loss form, with no exclusions for wind and hail, vandalism and malicious mischief, (2) business income coverage providing for the full recovery of loss of rents and continuing expenses on an actual loss sustained basis for a period of not less than 12 months; (3) an "agreed amount" endorsement waiving any coinsurance requirements; and (4) a loss payable endorsement providing that Tenant, Landlord, and Landlord's mortgagee shall be a loss payee on the policy with regard to the loss of rents coverage. "Full replacement value," as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item of property, with materials of like kind and quality in compliance with, (and without, an exclusion pertaining to application of), any law or building ordinance regulating repair or construction at the time of loss and without deduction for physical, accounting, or any other depreciation, in an amount sufficient to meet the requirements of any applicable co-insurance clause and to prevent Tenant from being a co-insurer.

- (c) Workers Compensation Insurance. Tenant shall provide Workers Compensation Coverage, if required by the State of Florida.
- (d) Such other insurance or any changes or endorsements to the insurance required herein, including increased limits of coverage, as Landlord, or any mortgagee or lessor of Landlord, may reasonably require from time to time.

Tenant's commercial general liability insurance, all other insurance policies, where such policies permit coverage for Landlord as an additional insured, shall provide primary coverage to Landlord and shall not require contribution by any insurance maintained by Landlord, when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance, and where applicable with an additional insured endorsement, and all insurance coverages required hereunder prior to the earlier of the Commencement Date or the date Tenant enters or occupies the Premises, and at least fifteen (15) days prior to each renewal of said insurance, and Tenant shall notify Landlord at least thirty (30) days before cancellation, non-renewal or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies licensed to do business in the state of Florida, rated by AM Best as having a financial strength rating of "A" or better and a financial size category of "IX" or greater, or otherwise reasonably satisfactory to Landlord. It is expressly understood and agreed that the foregoing minimum limits of liability and coverages required of Tenant's insurance shall not reduce or limit the obligation of the Tenant to indemnify the Landlord as provided in this Lease. All policies required herein shall use occurrence based forms. Any and all of the premiums, deductibles and self-insured retentions associated with the policies providing the insurance coverage required herein shall be assumed by, for the account of, and at the sole risk of Tenant. Landlord agrees to review and approve Tenant's insurance certificates prior to the commencement and obligations under this lease.

20.2 Landlord's Insurance. Throughout the Lease Term, Landlord shall maintain, as a minimum, the following insurance policies: (1) property insurance for the building's replacement value (excluding property required to be insured by Tenant, it being agreed that Landlord shall have no obligation to provide insurance for such property), less a commercially-reasonable deductible if Landlord so chooses; and (2) commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 each person or organization for personal and advertising injury, \$1,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. Limits can be satisfied through the maintenance of a combination of primary and umbrella policies. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

ARTICLE 21. DAMAGE AND DESTRUCTION OF PREMISES

21.1 If the Premises are damaged by fire or other casualty (a "**Casualty**"), Landlord shall use good faith efforts to deliver to Tenant within sixty (60) days after such Casualty a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty.

21.2 If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within one hundred and eighty (180) days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

21.3 If a Casualty damages the Premises or a material portion of the building and: (1) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period; (2) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, and such damage occurs during the last two (2) years of the Term; (3) regardless of the extent of damage to the Premises, Landlord makes a good faith determination that restoring the building would be uneconomical; or (4) Landlord is required to pay any insurance proceeds arising out of the Casualty to a Landlord's mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

21.4 If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, other than building standard leasehold improvements Landlord shall not be required to repair or replace any Alterations or betterments within the Premises or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the building, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question. If this Lease is terminated under the provisions of this Article 21, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

21.5 If the Premises are damaged by Casualty, Rent for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until substantial completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be), unless Tenant, its employees, agents, representatives, contractors or invitees caused such damage, in which case, Tenant shall continue to pay Rent and all other rent without abatement and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises or the building caused thereby to the extent that costs and expense is not covered by insurance proceeds.

ARTICLE 22. EMINENT DOMAIN

22.1 If the entire building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking.

22.2 If any part of the building becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred twenty (120) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

22.3 If any material portion, but less than all, of the building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord's mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in Section 21.5.

22.4 If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land, the building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

ARTICLE 23. ASSIGNMENT AND SUBLETTING

Tenant agrees not to assign, mortgage, or pledge this Lease, and shall not sublet the Premises without first receiving the Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Any attempted sublease or assignment in violation of this Article shall, at Landlord's option, be void. Any assignment or subletting hereunder shall not release or discharge Tenant of or from any liability under this Lease, and Tenant shall continue to be fully liable thereunder. As part of its request for Landlord's consent to a sublease or assignment, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed sublease, assignment and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within thirty (30) days of its receipt of the required information and documentation, either: (1) consent to the sublease or assignment by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the sublease or assignment in writing; or (2) exercise its right to terminate this Lease with respect to the portion of the Premises that Tenant is proposing to sublease or assign. Any such termination shall be effective on the proposed effective date the sublease or assignment for which Tenant requested consent. If Tenant shall assign or sublet the Lease or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any act Tenant proposes to do, then Tenant shall pay Landlord's reasonable costs and expenses incurred in connection therewith, including attorneys'.

architects', engineers' or other consultants' fees, which fee shall be no less than \$1,500.00. Consent by Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. Tenant shall pay one hundred percent (100%) of all rent, key money, compensation, and/or other consideration which Tenant receives as a result of any sublease or assignment and all sums that are in excess of the Rent payable to Landlord for the Premises during Term covered by the sublease or assignment. Tenant shall pay Landlord for Landlord's share of any excess within fifteen (15) days after Tenant's receipt of such excess consideration. If Tenant is a corporation, limited liability company, an unincorporated association or a partnership, unless listed on a national stock exchange, the transfer, assignment or hypothecation of any stock or interest in such corporation, limited liability company, association or partnership in the aggregate in excess of fifty percent (50%) shall be deemed an assignment of this Lease, which shall require Tenant to first received Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Tenant agrees to immediately notify Landlord of any and all changes in its ownership, whatsoever.

ARTICLE 24. SALE OF PREMISES BY LANDLORD

In the event of any sale of the Premises, or any assignment of this Lease by Landlord (or a successor in title), the assignee or purchaser shall be deemed, without any further agreement between the parties, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease, and shall be substituted as Landlord for all purposes from and after the sale or assignment; and Landlord (or such successor) shall automatically be entirely freed and relieved of all liability under any and all of Landlord's covenants and obligations contained in this Lease or arising out of any act, occurrence, or omission occurring after such sale or assignment. Landlord shall transfer Tenant's Security Deposit to its successor under the Lease.

ARTICLE 25. SUBORDINATION/ATTORNMENMENT/MODIFICATION/ASSIGNMENT

Tenant's interest under this Lease is subordinate to all terms of and all liens and interests arising under any ground lease, deed of trust, or mortgage (each, as renewed, modified and/or extended from time to time) now or hereafter placed on the Landlord's interest in the Premises. Tenant consents to an assignment of Landlord's interest in this Lease to Landlord's lender as required under any such financing. If the Premises is sold as a result of a default under the mortgage, or pursuant to a transfer in lieu of foreclosure, Tenant shall, at the mortgagee's, purchaser's or ground lessor's sole election, attorn to the mortgagee or purchaser. This Article is self-operative. However, Tenant agrees to execute and deliver, if Landlord, any deed of trust holder, mortgagee, or purchaser should so request, such further instruments necessary to subordinate this Lease to a lien of any mortgage or deed of trust, to acknowledge the consent to assignment and to affirm the attornment provisions set forth herein. Notwithstanding anything to the contrary set forth herein, Landlord may terminate this Lease upon ninety days prior written notice to Tenant.

ARTICLE 26. LANDLORD'S DEFAULT AND RIGHT TO CURE

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose

name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE 27. ESTOPPEL CERTIFICATES

Tenant agrees at any time and from time to time upon request by Landlord, to execute, acknowledge, and deliver to Landlord, within seven (7) calendar days after demand by Landlord, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications), (b) the dates to which the Rent and other rent and charges have been paid in advance, if any, (c) Tenant's acceptance and possession of the Premises, (d) the commencement of the Lease's Term, (e) the Rent provided under the Lease, (f) that Landlord is not in default under this Lease (or if Tenant claims such default, the nature thereof), (g) that Tenant claims no offsets against the rent, and (h) such other information as may be requested with respect to the provisions of this Lease or the tenancy created by this Lease. Tenant's failure to deliver such statement within such time shall be and Event of Default and shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) indicate the amount of rent that has been paid in advance.

ARTICLE 28. TENANT'S DEFAULT AND LANDLORD'S REMEDIES

28.1 Tenant will be in default under the Lease if any of the following occurs, and same shall be deemed an "Event of Default":

- (a) If Tenant fails to pay the Rent or make any other payment required by the Lease within five (5) days after it is due.
- (b) If Tenant assigns the Lease, mortgages its interest in the Lease, and/or sublets any part of the Premises without first obtaining Landlord's written consent, as required by Article 23.
- (c) If Tenant abandons the Premises, or ceases to continuously operate its business in the Premises, or becomes bankrupt or insolvent, or makes any general assignment of all or a substantial part of its property for the benefit of creditors, or if a receiver is appointed to operate Tenant's business or to take possession of all or a substantial part of Tenant's property.
- (d) If a lien attaches to the Premises, Lease or to Tenant's interest in the Premises, and Tenant fails to post a bond or other security or to have the lien released within ten (10) days of its notification thereof, or if a mortgagee institutes proceedings to foreclose its mortgage against Tenant's leasehold interest or other property and

Tenant fails to have the foreclosure proceedings dismissed within ten (10) calendar days after the entry of any judgment or order declaring the mortgage to be valid and Tenant to be in default on the obligation secured thereby, or directing enforcement of the mortgage.

- (e) If Tenant fails to maintain any of the insurance as required by the Lease.
- (f) If Tenant breaches any other provision of the Lease and fails to cure the breach within fifteen (15) days after Landlord sends it written notice of the breach, or if the breach cannot be cured within fifteen (15) days, then if Tenant does not proceed with reasonable diligence to cure the breach within such additional time as may be reasonably necessary under the circumstances, not to exceed sixty (60) days.

28.2 Upon the occurrence of an Event of Default, Landlord may take any one or more of the following actions:

- (a) Landlord may re-enter and take possession of all or any part of the Premises and remove Tenant and any person claiming under Tenant from the Premises, in accordance with Florida law. Re-entry and possession of the Premises will not by themselves terminate the Lease.
- (b) Declare the entire remaining balance of all Rent due under this Lease for the remainder of the Term to be accelerate and be immediately due and payable and may collect the then present value of the same (calculated using a discount equal to the then Wall Street Journal Prime Rate) by distress or otherwise.
- (c) Landlord may collect any and all rents or other payments that become due from Tenant and from any subtenant, concessionaire or licensee, and may in its own name or in Tenant's name bring suit for such amounts, and settle any claims therefore, without approving the terms of the sublease or Tenant's agreement with the concessionaire or licensee and without prejudice to Landlord's right to terminate the sublease or agreement without cause and remove the subtenant, concessionaire or licensee from the Premises.
- (d) Landlord may terminate the Lease at any time after Tenant defaults by sending a written notice to Tenant expressly stating that the Lease is being terminated. Termination will be effective on the date of the notice or on any other date set forth in the notice. Until Landlord sends Tenant such a notice, the Lease will remain in full force and effect, and Tenant will remain liable for paying the Rent and all other charges that come due under the Lease and for performing all other terms and conditions of the Lease. No other action by Landlord, including repossession of the Premises, removing or selling Tenant's personal property, reletting the Premises, or filing suit for possession or for damages, will terminate the Lease or release Tenant from its continuing liability for complying with the terms and conditions hereof.

- (e) Landlord may exercise any right or remedy available at law or in equity for breach of contract, damages or other appropriate relief. The rights and remedies described herein are cumulative, and Landlord's exercise of any one right will not preclude the simultaneous exercise of any other right or remedy.
- (f) Tenant shall pay, as additional rent, to Landlord upon written demand any and all costs, charges and expenses, including reasonable attorneys' fees and broker's commissions, incurred by Landlord in enforcing this Lease or any covenant hereof or in the collection of any Rent, or other sum of money, becoming due hereunder or in the recovery of possession of the Premises or reletting of the Premises, in the event of the breach by Tenant of any of the terms or provisions of this Lease (the provisions of this sentence shall survive termination). In any litigation arising out of this Lease, the prevailing party shall be entitled to recover, from the non-prevailing party, its reasonable attorneys' fees and costs including, but not limited to, fees and costs in all trial and appellate levels as well as in the course of any bankruptcy proceeding.

ARTICLE 29. TENANT'S RECOURSE

THE LIABILITY OF LANDLORD (AND ITS PARTNERS, SHAREHOLDERS OR MEMBERS) TO TENANT (OR ANY PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER TENANT) FOR ANY DEFAULT BY LANDLORD UNDER THE TERMS OF THIS LEASE OR ANY MATTER RELATING TO OR ARISING OUT OF THE OCCUPANCY OR USE OF THE PREMISES SHALL BE LIMITED TO TENANT'S ACTUAL DIRECT, BUT NOT CONSEQUENTIAL (OR OTHER SPECULATIVE), DAMAGES THEREFOR AND SHALL BE RECOVERABLE ONLY FROM THE INTEREST OF LANDLORD IN THE PREMISES, AND LANDLORD (AND ITS PARTNERS, SHAREHOLDERS OR MEMBERS) SHALL NOT BE PERSONALLY LIABLE FOR ANY DEFICIENCY. ADDITIONALLY, TO THE EXTENT ALLOWED BY LAW, TENANT HEREBY WAIVES ANY STATUTORY LIEN IT MAY HAVE AGAINST LANDLORD OR ITS ASSETS, INCLUDING WITHOUT LIMITATION, THE PREMISES.

ARTICLE 30. HOLDING OVER

In the event Tenant remains in possession of the Premises after the expiration or sooner termination of this Lease and without the execution of a new lease or amendment to this Lease, or without the written consent of the Landlord, Tenant shall be deemed a holdover tenant at sufferance. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises will be substantial, will exceed the amount of the monthly installments of Rent payable under this Lease and will be impossible to measure accurately. Tenant therefore agrees that if possession of the Premises is not timely surrendered to Landlord upon the expiration or sooner termination of this Lease in violation of this Lease, in addition to any other rights or remedies Landlord may have under this Lease or at law, including, without limitation, liquidated damages, Tenant shall pay to Landlord, without demand therefor as liquidated damages, for each month and for each portion of any month during which Tenant holds over in the Premises after the expiration or sooner termination of this Lease, a sum equal to 200% of the Rent that was payable under this Lease during the last month of the Term (including any renewal term). Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of this Lease. In addition to all other

amounts payable by Tenant to Landlord pursuant to this Lease and all applicable provisions of law, Tenant shall defend, indemnify, and hold Landlord harmless from any and all liabilities, loss, cost and expense of every kind (including without limitation attorneys' fees and court costs) suffered by Landlord as a result of Tenant's holding over after the expiration or sooner termination of this Lease. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

ARTICLE 31. GENERAL PROVISIONS

- 31.1 This Lease is construed in accordance with the laws of the State of Florida.
- 31.2 If Tenant is composed of more than one person or entity, then the obligations of such entities or parties are joint and several.
- 31.3 If any term, condition, covenant, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, conditions, covenants, and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 31.4 The various headings and numbers herein and the grouping of the provisions of this Lease into separate articles and sections are for the purpose of convenience only and are not be considered a part hereof.
- 31.5 Time is of the essence with regard to all terms and conditions of this Lease.
- 31.6 Other than for Tenant's obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war (declared or undeclared), acts of terrorism, governmental Laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.
- 31.7 In the event either party initiates legal proceedings or retains an attorney to enforce any right or obligation under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings or the non-defaulting party shall be entitled to recover all costs and reasonable attorneys' fees and venue for any legal proceedings arising hereunder shall lie solely in Miami-Dade County, Florida.
- 31.8 This Lease, and any Exhibit or Addendum attached hereto, sets forth all the terms, conditions, covenants, provisions, promises, agreements, and undertakings, either oral or written, between the Landlord and Tenant. No subsequent alteration, amendment, change, or addition to this Lease is binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

- 31.9 The covenants herein contained shall apply to and bind the heirs, successors, executors, personal representatives, legal representatives, administrators, and assigns of all the parties hereto.
- 31.10 No term, condition, covenant, or provision of this Lease shall be waived except by written agreement of the Tenant and Landlord.
- 31.11 The use of a singular term in this Lease shall include the plural and the use of the masculine, feminine, or neuter genders shall include all others.
- 31.12 Landlord's submission of a copy of this Lease form to any person, including Tenant, shall not be deemed to be an offer to lease or the creation of a lease unless and until this Lease has been fully signed and delivered by Landlord.
- 31.13 Every term, condition, covenant, and provision of this Lease, having been negotiated in detail and at arm's length by both parties, shall be construed simply according to its fair meaning and not strictly for or against Landlord or Tenant.
- 31.14 Within fifteen (15) days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements.

ARTICLE 32. NOTICES

Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand shall be in writing and shall be given or served and shall not be deemed to have been duly given or served unless sent to the physical address of Landlord and Tenant (a) in writing; (b) either (1) delivered personally, (2) deposited with the United States Postal Service, as registered or certified mail, return receipt requested, bearing adequate postage, or (3) sent by overnight express courier (including, without limitation, Federal Express, DHL Worldwide Express, United States Postal Service Express Mail) with a request that the addressee sign a receipt evidencing delivery; and (c) addressed to the Landlord at its address in Section 1.1 and to Tenant at the Premises. Either party may change such address by written notice to the other. Service of any notice or demand shall be deemed completed forty-eight (48) hours after deposit thereof, if deposited with the United States Postal Service, or upon receipt if delivered by overnight courier or in person.

ARTICLE 33. BROKERS

Tenant represents and warrants that it has not dealt with any broker in regard to this Lease transaction other than Berkshire Hathaway Key West. Tenant shall indemnify, defend and hold Landlord harmless for, from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same

by, through or under Tenant. The foregoing indemnity shall survive the expiration or earlier termination of the Lease.

ARTICLE 34. INDEMNIFICATION/WAIVER OF SUBROGATION

Tenant shall indemnify, defend and hold harmless Landlord and its members, officers, employees, managers, contractors, attorneys and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) and all losses and damages (collectively, "**Claims**") arising from: (1) the negligence or intentional misconduct of the Tenant its employees, agents, representatives, contractors or invitees; or (2) Tenant's failure to perform its obligations under this Lease. The indemnities set forth in this Section shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, Tenant agrees, upon request therefor, to defend Landlord in such proceeding at its sole cost utilizing counsel satisfactory to Landlord in its sole discretion.

ARTICLE 35. WAIVER OF TRIAL BY JURY

LANDLORD AND TENANT WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY TENANT, AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD OR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE PARTIES FURTHER AGREE TO MEDIATE ANY ACTION OR PROCEEDING PRIOR TO TRIAL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT TENANT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION, AS EVIDENCED BY ITS SIGNATURE BELOW

ARTICLE 36. RESTAURANT PROVISION

Intentionally deleted.

ARTICLE 37. MOLD AND MOISTURE PREVENTION

It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis shall properly be placed on Tenant's prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord

to evaluate and make recommendations for Tenant to take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are integral to its Lease obligations. Tenant shall adopt and implement the moisture and mold control guidelines set forth herein: report any maintenance problems involving water, moist conditions, or mold to the Landlord and its property manager promptly and conduct Tenant's business activities in a manner that prevents unusual moisture conditions or mold growth; do not block or inhibit the flow of return or make up air into the HVAC system; maintain the Premises at a consistent temperature and humidity level in accordance with the property manager's instructions; regularly conduct janitorial activities, especially in bathrooms, kitchens, and janitorial spaces, to remove mildew and prevent or correct moist conditions; properly maintain water in all drain taps at all times.

ARTICLE 38. RULES AND REGULATION

Tenant agrees that it will at all times comply with the Rules and Regulations attached hereto as **Exhibit "B"**. Landlord shall have the right to establish, amend, modify and enforce additional reasonable rules and regulations. However Tenant acknowledges that as Tenant is a restaurant and bar space, and as such additional reasonable rules and regulation may apply to the Premises and Tenant's Permitted Use thereof.

[Signature page follows]

Landlord: 3h WF
Tenant: EM

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

WITNESSES

SK Fike
Print Name: SUSAN FIKE

Laura Jenney Poloff
Print Name: Laura Jenney Poloff

SK Fike
Print Name: SUSAN FIKE

Laura Jenney Poloff
Print Name: Laura Jenney Poloff

LANDLORD

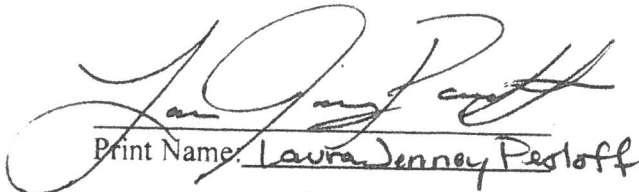
WILLIAM L. FOSTER


By: William L. Foster
Print Name: William L. Foster

BARBARA L. HANN

By: Barbara L. Hann
Print Name: BARBARA HANN

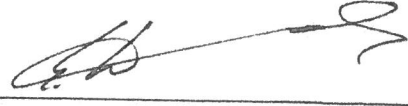
WITNESSES


Print Name: Laura Jenney Perloff


Print Name: SUSAN FIKE

TENANT

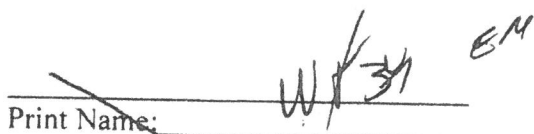
EMPIRE CHICKEN, LLC
a Florida limited liability company

By: 

Print Name: ELENA MASHTAKOV

Title: PRESIDENT

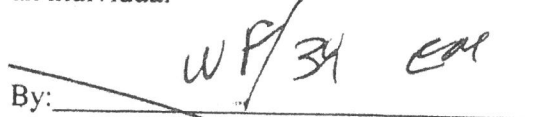
~~WITNESSES~~


Print Name: _____

Print Name: _____

~~TENANT~~

~~ARTHUR BAKALA~~
~~an individual~~


By: _____

Print Name: ~~Arthur Bakala~~

EXHIBIT "A"

LEGAL DESCRIPTION AND PREMISES

Parcel ID 00001300-000000

Sec/Twp/Rng 06/68/25

Property Address 217

DUVAL St

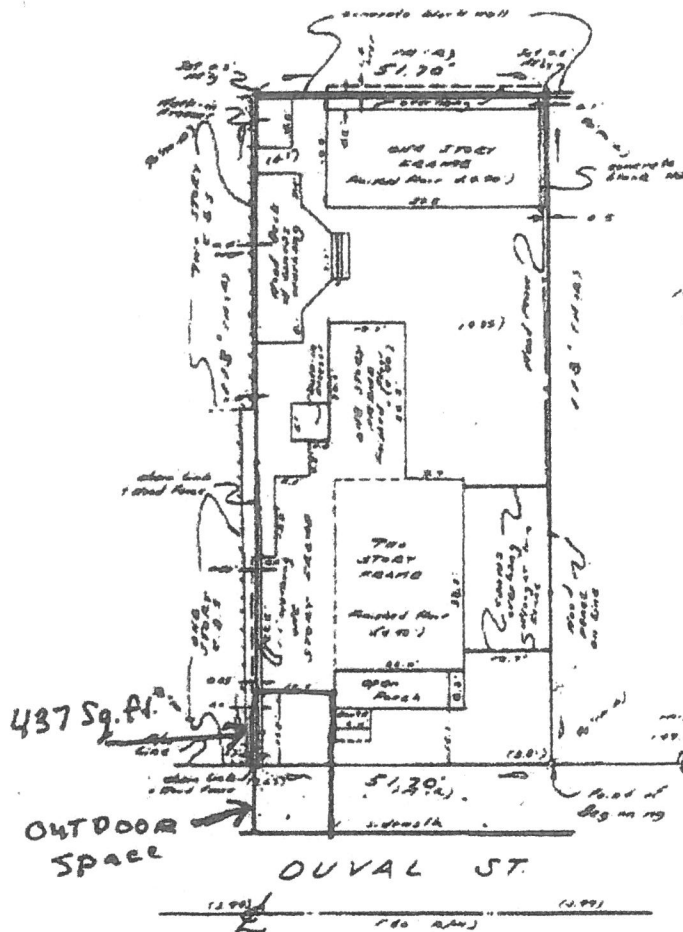
KEY WEST

District 10KW

Brief Tax Description

KW PT LOT 4 SQR 14 OR279-250/51 OR429-664 OR1137-1839 OR1177-240/41

OR1177-242/43Q/C



A-1

Landlord: 3/1 NF
Tenant: EM

EXHIBIT "B"

RULES AND REGULATIONS

1. The sidewalks, halls, passages, corridors, thoroughfares, exits, entrances, stairs, and elevators (if any) shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, corridors, thoroughfares, exits, entrances, common areas, elevators and stairways are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building. At no time shall any tenant permit its employees to loiter in the common areas of the Building and/or any other tenants' premises / space.
2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted affixed or otherwise displayed by any tenant on any part of the Premises without the prior written consent of Landlord such consent not to be unreasonably withheld. Landlord will adopt and furnish to each tenant general guidelines relating to signs inside the Premises. Each tenant agrees to conform to such guidelines, but may request approval of Landlord for modifications. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of the tenant by a person approved by Landlord. material visible from outside the Premises will not be permitted.
3. Unless ancillary to a restaurant or other food service use specifically authorized in the lease of a particular tenant, no cooking shall be done or permitted by any tenant on their premises, except that the preparation of coffee, tea, hot chocolate and similar items by tenants and their employees shall be permitted.
4. No tenant shall use or keep in their premises or the Building any kerosene, gasoline or inflammable or combustible tank, fluid or material or use any method of heating or air conditioning other than that installed in connection with Tenant's Work. No tenant shall use, keep or permit to be used or kept any foreign or noxious gas or substance in their premises, or permit or suffer their premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reasons of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.
5. In the case of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by suggesting an action as Landlord may deem appropriate, including closing or blocking entrances to the Building.
6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed; no foreign substance of any kind

B-1

Landlord: 31 WJ

Tenant: EM

whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees shall have caused it.

7. Intentionally deleted.

8. All loading and unloading of merchandise, supplies, materials, garbage and refuse which requires use of common area loading docks or doors or movement through the common area entrances shall be conducted under Landlord's supervision at such times and in such manner as Landlord may reasonably require. In its use of the loading areas no tenant shall obstruct or permit the obstruction of said loading areas and at no time shall park or allow its officers, agents or employees to park vehicles therein except for loading and unloading. Each tenant assumes all risks of and shall be liable for all damage to articles moved or to the Building and injury to persons resulting from such activity.

9. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and street address of the Building.

10. The directory of the Building, if any, will be provided for the display of the name and location of tenants and Landlord reserves the right to exclude any other names therefrom.

11. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Premises without the prior written consent of Landlord.

12. Each tenant shall see that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before such tenant or its employees leave its premises, so as to prevent waste or damage, and for any default or carelessness in this regard such tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

13. No tenant shall use any portion of the common areas for any purpose when the premises of such tenant are not open for business or conducting work in preparation therefor, and then only for such uses expressly stated in the Lease. No tenant shall use any portion of the hallway, thoroughfare, or sidewalk adjoining its premises for the sale of goods, and no tenant shall conduct a "going out of business" sale, or advertise that it sells products or services at "discount," "cut-price," or "cut-rate" prices.

14. No birds, fish or animals (except seeing eye dogs) shall be brought into or kept in, on or about any tenant's premises. No portion of any premises shall at any time be used or occupied as sleeping or lodging quarters or for any immoral or illegal purposes or for any purpose which would tend to injure the reputation of the Building or impair the value of the Building.

15. The common areas may not be used to solicit business or distribute, or cause to be distributed in any portion of the Shopping Center any handbills, promotional materials or other advertising, and no tenant shall conduct or permit any other activities in the Shopping Center that might constitute a nuisance, except as set forth in the Lease.

16. Landlord shall not be responsible for lost or stolen personal property, money or jewelry from any premises or public areas or common areas regardless of whether such loss occurs when the area is locked against entry or not.
17. Each tenant will refer to Landlord for Landlord's supervision, approval and control all contractors, contractor representatives, and installations technicians rendering any service to such tenant, before performance of any contractual service. Such supervisory action by Landlord shall not render Landlord responsible for any work performed for such tenant. This provision shall apply to all work performed in the Premises, including without limitation, the installation of telephones, computer wiring, cabling, electrical devices, attachments and installations of any nature. Each tenant shall be solely responsible for complying with applicable Laws pursuant to which such work shall be performed.
18. At no time shall any tenant permit or shall such tenant's agents, employees, contractors, guests, or invitees smoke in any common area of the Building, unless such common area has been declared a designated smoking area by Landlord.
19. Landlord may waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations against any or all of the tenants of the Building.
20. Tenant shall not permit any waste, destruction, defacement, or other injury to the Building or Premises, except ordinary wear and tear.
21. All garbage and refuse shall be kept in the kind of container reasonably specified by Landlord and shall be placed outside of the Premises for collection.
22. Any and all loudspeakers, televisions, phonographs, radios, instruments or other devices shall be used in a manner which complies with all applicable Laws, codes, rules and regulations imposed by governmental authority having jurisdiction and in a manner as not to cause any nuisance to any other tenants the Landlord, and/or the public.
23. Tenant shall not burn any trash or garbage of any kind in or about the Premises, building, or Building, nor shall Tenant overload the floor or utility lines serving the Premises, building, or Building.
24. Tenant shall not use or occupy or permit the Premises to be used or occupied, nor do or permit anything to be done in, on or about the Premises, in whole or in part, in any manner which would in any way (i) make void or voidable any insurance required to be carried by Tenant or Landlord hereunder with respect thereto, or which may make it impossible to obtain fire or other insurance thereto, or (ii) violate any applicable Laws.
25. Tenant shall pay all taxes that may be lawfully charged, assessed, or imposed upon all trade fixtures and equipment of every type and all personal property in said Premises, and Tenant shall obtain and keep in good standing, all permits and licenses which may be lawfully necessary for the business of Tenant conducted upon the Premises as may be required by Applicable Laws and shall pay all fees lawfully imposed on the same.

Landlord: 31 WF
Tenant: EM

These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms and conditions of any lease. Landlord shall have the right to establish, amend, modify and enforce additional reasonable Rules and Regulations.

EXHIBIT "C"

GUARANTY

As a material inducement to Landlord to enter into the Building Lease, dated December ____, 2018 (the "Lease"), between EMPIRE CHICKEN, LLC and ARTHUR BAKALA, as Tenant, a WILLIAM L. FOSTER and BARBARA L. HANN, as Landlord, for 217 Duval Street, Space A, Key West, Florida 33040 ("Premises") ELENA MASHTAKOV ("Guarantor") hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant (and any assignee) under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary, and continuing guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantor (and if this Guaranty is signed by more than one person or entity, each Guarantor hereunder) shall be primarily liable, jointly and severally, with Tenant and any other guarantor of Tenant's obligations. GUARANTOR WAIVES ANY RIGHT TO REQUIRE LANDLORD TO (A) JOIN TENANT WITH GUARANTOR IN ANY SUIT ARISING UNDER THIS GUARANTY, (B) PROCEED AGAINST OR EXHAUST ANY SECURITY GIVEN TO SECURE TENANT'S OBLIGATIONS UNDER THE LEASE, OR (C) PURSUE OR EXHAUST ANY OTHER REMEDY IN LANDLORD'S POWER.

Until all of Tenant's obligations to Landlord have been discharged in full, Guarantor shall have no right of subrogation against Tenant. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, whether or not Guarantor's risk is increased thereby, compromise, extend or otherwise modify any or all of the terms of the Lease, or fail to perfect, or fail to continue the perfection of, any security interests granted under the Lease. Without limiting the generality of the foregoing, if Tenant elects to increase the size of the leased premises, extend the lease term, or otherwise expand Tenant's obligations under the Lease, Tenant's execution of such lease documentation shall constitute Guarantor's consent thereto (and such increased obligations of Tenant under the Lease shall constitute a guaranteed obligation hereunder); GUARANTOR HEREBY WAIVES ANY AND ALL RIGHTS TO CONSENT THERETO. GUARANTOR WAIVES ANY RIGHT TO PARTICIPATE IN ANY SECURITY NOW OR HEREAFTER HELD BY LANDLORD. GUARANTOR HEREBY WAIVES ALL PRESENTMENTS, DEMANDS FOR PERFORMANCE, NOTICES OF NONPERFORMANCE, PROTESTS, NOTICES OF PROTEST, DISHONOR AND NOTICES OF ACCEPTANCE OF THIS GUARANTY, AND WAIVES ALL NOTICES OF EXISTENCE, CREATION OR INCURRING OF NEW OR ADDITIONAL OBLIGATIONS FROM TENANT TO LANDLORD. GUARANTOR FURTHER WAIVES ALL DEFENSES AFFORDED GUARANTORS OR BASED ON SURETYSHIP OR IMPAIRMENT OF COLLATERAL UNDER APPLICABLE LAW, OTHER THAN PAYMENT AND PERFORMANCE IN FULL OF TENANT'S OBLIGATIONS UNDER THE LEASE. The liability of Guarantor under this Guaranty will not be affected by: (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

Guarantor shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty (including, without limitation, reasonable attorneys' fees and expenses). The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantor hereunder to do so and provide the same relative to Guarantor following written request by Landlord in accordance with the terms of the Lease. All notices and other communications given pursuant to, or in connection with, this Guaranty shall be delivered in the same manner required in the Lease. All notices or other communications addressed to Guarantor shall be delivered at the address set forth below. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord's successors and assigns.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND GUARANTOR EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO AND WAIVE ANY RIGHTS

GUARANTOR MAY HAVE IN THE SELECTION OF VENUE IN ANY SUIT BY OR AGAINST LANDLORD;
IT BEING UNDERSTOOD AND AGREED THAT THE VENUE OF SUCH SUIT SHALL BE IN THE COUNTY
WHEREIN THE PREMISES IS LOCATED.

This Guaranty shall be governed by the laws of the state in which the premises covered by the Lease is
located.

Executed as of January 4th, 2019.

ELENA MASHTAKOV

By: 

Name: ELENA MASHTAKOV

Address: 3710 DEADLIAM TERRACE

Telephone: 305-394-7909

Fax: _____

E-Mail: ELENA@ARTIBUSDESIGN.COM

Social Security Number: 767-62-0098

Driver's License Number: N232-200-86-930-0



WRE4
31

Arthur Bakala

3201 FLAGLER AVE 606

305 304 5074

arthur.bakala@yahoo.com

771-46-9173

B240-040-71-333-0

EXHIBIT "D"

TENANT'S INITIAL IMPROVEMENTS

In the event Tenant undertakes to perform any initial tenant improvements or alterations to the Premises, upon Tenant taking possession of the Premises, Tenant shall comply with Article 11 of the Lease, the terms of this Exhibit and Exhibit D-1 as follows:

1. Plans / drawings must be submitted to Landlord for review and approval (in Landlord's sole discretion) before any work can commence.
2. A complete list naming all contractors and sub-contractors that will be working in the Premises.
3. A certificate of insurance from all contractors and sub-contractors naming Landlord and its property manager (if) as additional insured.
4. As needed by the applicable governmental agencies, Landlord may need to sign off on all building permits. Please complete all permit applications except for the owner section which Landlord will complete, if any.
5. A copy of all permits issued by the city or county will be required.

Any roof penetration must be completed by our roofing contractor, so as not to void any existing roof warranty that may be in place. Any trash or debris from construction or improvements must be removed by Tenant or Tenant's contractor. Once work is completed, Landlord will require copies of all inspections, tickets and/or certificates of completion or certificates of occupancy as applicable. No work is to commence (including non-permitted work such as painting, etc) without prior notice to Landlord.

D-1

Landlord: 3-WF
Tenant: EA

EXHIBIT "D-1"

REQUIRED ITEMS FOR TENANT IMPROVEMENTS

For all tenant improvements and alterations, the Landlord requires you to submit all items listed below to Landlord and its property manager (if any) for review and approval prior to any work commencing.

Required insurance coverage and amounts for each contractor:

Commercial general liability insurance - naming the Landlord and its property manager (if any) as additional insured's for bodily injury and property damage occurring in, or about the building arising out of the work in the building and all operations necessary or incidental thereto. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit.

***PLEASE NOTE: ELECTRICIANS, PLUMBERS AND SIGNAGE COMPANIES ONLY: Must have Excess umbrella liability insurance in the amount of One Million Dollars (\$1,000,000) or more.**

Architect's Professional liability - with limits of not less than Two Million (\$2,000,000) insuring the indemnity due to Architect's negligent acts, errors and omissions.

Workers' compensation insurance - in accordance with statutory law and employers' liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) disease policy limit and One Million Dollars (\$1,000,000) disease limit each employee.

Business auto liability - coverage insuring bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident for owned, nonowned and hired vehicles.

Additional Insured and Certificate Holder Information

The Owner & Manager must be listed on the certificate as Additional Insured & Certificate holder to read:

Owner's name: **WILLIAM L. FOSTER and BARBARA L. HANN**

Property Manager's name: _____

Certificate holder: **WILLIAM L. FOSTER and BARBARA L. HANN**

Please include the Premises address on all certificates

EXHIBIT "E"

RENEWAL OPTION

If: (i) Tenant has not committed an Event of Default at any time during the Term; (ii) the original Tenant has not assigned the Lease or sublet the Premises; (iii) Tenant is occupying the entire Premises at the time of such election; then Tenant may renew this Lease for **one (1) additional period of three (3) years**, by delivering written notice of the exercise thereof (the "**Renewal Notice**") to Landlord no later than six (6) months before the expiration of the then current Term. **The Base Rent payable during such extended Term shall increase three percent (3%) annually beginning on the first day of the extended term (January 1, 2021) and on each yearly anniversary thereafter during the extended Term.** Tenant shall continue to pay all Additional Rent as set forth in the Lease. Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

- (a) Base Rent shall be adjusted as set forth above;
- (b) Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and

Landlord shall lease to Tenant the Premises in their then-current "As-Is" condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.

Tenant's rights under this Exhibit shall terminate if: (1) this Lease or Tenant's right to possession of the Premises is terminated; (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises; (3) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof; or (4) Tenant commits an Event of Default under the Lease.