

## **COMMERCIAL LEASE**

THIS LEASE ("Lease") dated 3/08/2016, is made between **1948 Harrison Street Realty, LLC** ("Landlord"), and **Hollywood Community Redevelopment Agency** ("Tenant"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises described below for the term and subject to the terms, covenants and conditions hereinafter set forth:

1. **DEFINITIONS.** Unless otherwise specified, the following terms shall have the meanings herein stated:

1.1 **Base Rent:** For purposes hereof, "Lease Year" shall be each twelve (12) month period after the Rent Commencement Date

First Lease Year **\$65,000.00** in twelve (12) monthly payments of **\$5,416.67\***

Second Lease Year **\$65,000.00** in twelve (12) monthly payments of **\$5,416.67\***

Third Lease Year **\$65,000.00** in twelve (12) monthly payments of **\$5,416.67\***

Fourth Lease Year **\$65,000.00** in twelve (12) monthly payments of **\$5,416.67\***

Fifth Lease Year **\$65,000.00** in twelve (12) monthly payments of **\$5,416.67\***

Sixth Lease Year **\$71,500.00** in twelve (12) monthly payments of **\$5,958.34\***

Seventh Lease Year **\$71,500.00** in twelve (12) monthly payments of **\$5,958.34\***

Eighth Lease Year **\$71,500.00** in twelve (12) monthly payments of **\$5,958.34\***

Ninth Lease Year **\$71,500.00** in twelve (12) monthly payments of **\$5,958.34\***

Tenth Lease Year **\$71,500.00** in twelve (12) monthly payments of **\$5,958.34\***

**\*Plus sales tax thereon, if same would be applicable to Tenant**

1.2 **Center:** Collectively, the building and land, as more particularly described in Exhibit "A" attached hereto) if any, known as **1946-1948 HARRISON STREET HOLLYWOOD, FL 33020**, together with all improvements and other appurtenances relating thereto.

1.3 **Commencement Date:** **May 15, 2016**

1.4 **Common Areas:** Those areas and facilities which, from time to time, may be furnished by Landlord or others in or near the Center for the non-exclusive general common use of tenants and other occupants of the Center, their agents, employees and customers.

1.5 **Security Deposit:** **\$5,416.67**

1.6 **Governmental Authority:** Any federal, state, county, municipal or other governmental entity or any agency or any instrumentality of any of same.

1.7 **Governmental Requirement:** Any law, statute, code, ordinance, regulation, permit, license or requirement of any Governmental Authority now existing or hereafter enacted or applicable to the Premises.

1.8 **Permitted Purpose:** **Office Space**

1.9 **Premises:** That portion of the Center which is commonly known on the date hereof as **1948 HARRISON STREET HOLLYWOOD, FL 33020.**

1.10 **Prepaid Last Month Rent:** **\$5,958.34**

1.11 Rent Commencement Date: **May 15, 2016**

1.12 Term: That time period between the Commencement Date and the Termination Date, as well as to such additional periods of time, if any, for which the Term may be extended.

1.13 Termination Date: **May 31, 2026**

1.14 Trash: Tenant responsible for removal of its own trash and maintaining its own account with a licensed trash removal company.

2. USE/COMPLIANCE. Tenant shall use the Premises for the Permitted Purpose and for no other purpose or name whatsoever. Tenant shall not do, bring, keep or permit to be done in, on or about the Premises, nor bring, keep or permit to be brought therein, anything which is prohibited by, or will, in any way conflict with any Governmental Requirement or cause a cancellation or an increase in the rate of any insurance policy covering the Premises. Tenant shall not do or permit anything to be done in, on or about the Premises for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall, throughout the Term, maintain the Premises in accordance with all applicable Governmental Requirements. In the event Tenant uses the Premises for purposes not expressly permitted herein,

Landlord may deem it an Event of Default (as defined below) and Landlord may restrain said improper use by injunction. Tenant hereby agrees and acknowledges that Tenant's occupancy of the Premises shall be deemed to be acceptance of same in "AS IS" condition or as it then existed without any representation or warranty, express or implied by law, by Landlord or its agents, and without recourse to Landlord or its agents. Landlord grants to Tenant and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others during the Term subject to the exclusive control and management thereof at all times by Landlord, and subject to all of the other terms, covenants and conditions of this Lease. **If required by law, Tenant shall be responsible for obtaining a current City Business Tax Receipt throughout duration of lease.**

### 3. RENT.

3.1 The term "Rent" as used in this Lease, shall include the Base Rent, as adjusted from time to time, and all other items, costs and expenses identified herein as "Additional Rent", together with all other amounts payable by Tenant to Landlord under this Lease. Tenant shall pay each monthly installment of Base Rent and Operating Expenses (plus all sales taxes from time to time imposed by any Governmental Authority in connection with rents paid by Tenant under this Lease), in advance on the first day of each month during the Term. Monthly installments for any fractional calendar month, at the beginning or end of the Term, shall be prorated based on the number of days in such month which fall during the Term. Tenant shall pay all Rent, without demand, deduction or set off, to Landlord at the place specified for notice in Section 20 below. Tenant also shall pay a late charge ("Late Charge") of Five Hundred Dollars (\$500.00) with each payment of Rent not received by Landlord within five (5) days of when due, as an administrative fee. The provisions herein for such a Late Charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant or to relieve Tenant of its obligations to pay all such items at the time(s) herein stipulated. Notwithstanding the imposition of such Late Charge pursuant to this Section, Tenant shall be in default under this Lease if any payments required to be made by Tenant are not made at the time herein stipulated, and neither demand nor collection by Landlord of any such Late Charge shall be construed as a cure for such default on the part of Tenant. In the event that a Late Charge is payable hereunder, whether or not collected, for two (2) consecutive monthly installments of Rent, then Rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding anything in this Lease to the contrary.

3.2 Simultaneously with the execution of this Lease, Tenant shall pay the sum of \$2,708.34 representing the monthly Base Rent for May 15, 2016 until May 31, 2016. Thereafter, Tenant shall commence payment of the monthly Base Rent as more specifically stated in paragraph 1.1 until Termination Date.

4. **PREPAID LAST MONTH'S RENT;** Landlord acknowledges receipt from Tenant of the Prepaid Last Month's Rent.

4a. SECURITY DEPOSIT: The Security Deposit shall be held as security for the payment of Rent and other sums of money payable by Tenant under this Lease, and for the performance of all other terms, covenants and conditions of Tenant hereunder; the amount of the Deposit, without interest, shall be repaid to Tenant after the expiration of the Term,

provided Tenant shall have made all payments and performed all terms, covenants and conditions required under this Lease. Upon any Event of Default by Tenant, all or part of the Deposit may, at Landlord's sole discretion, be applied on account of such default, and thereafter Tenant shall promptly restore the resulting deficiency in the Deposit. The Deposit may be co-mingled by Landlord with its own funds. Tenant further acknowledges that the Deposit is not to be construed as Prepaid Rent by Tenant for the last rental period of the Term. THERE WILL BE NO INTEREST ON DEPOSITS.

5. UTILITIES. Tenant shall be responsible, at Tenant's sole cost and expense, for all utility services to the Premises. In any event, Landlord shall not be liable, nor shall Rent be abated, because of any interruption or cessation of such utility services. Utilities will include Water/Sewer which Landlord has established the Tenant's current proportionate share to be 66% or Tenant will have the option of installing a separate Water Meter. Landlord shall have the right, but not the obligation, to re-measure the Premises to determine the actual Leaseable Space of the Premises Tenant will occupy. In the event that the Leaseable Space of the Premises is greater or less than 66%, the size of the Leaseable Space of the Premises shall be adjusted to equal the amount as so determined.

6. MAINTENANCE. Landlord shall maintain the foundation, and structural soundness of the exterior walls (excluding all windows and doors) of the Premises. Tenant shall, at its sole cost and expense, maintain all other parts of the Premises, including but not limited to the roof, in good condition and repair. Tenant shall, at its sole cost and expense, also keep, maintain, repair and replace all utilities, fixtures, mechanical, electrical and plumbing systems and equipment located in, on or about the Premises, including, without limitation, the heating, ventilation, and air conditioning systems. **Tenant is responsible for providing Landlord proof of biannual maintenance for HVAC at the Tenant's sole expense.** In addition all windows, doors and storefronts are tenant's responsibility.

Without limiting Tenant's obligations under the terms of this Lease, Tenant, at its sole cost and expense, shall keep and maintain the Premises in a good, clean and safe condition, including but not limited to the following:

- a. Clean, maintain and repair the sidewalks in front of the Premises and keep them free of weeds or any other dirt or debris;
- b. Clean, maintain and repair the area behind and surrounding the Premises and keep them free of weeds or any other dirt or debris;
- c. Keep the exterior of the Premises free of graffiti;
- d. Maintain and replace, if necessary, the storefront glass.
- e. Remove all garbage, refuse, debris, and waste from the Premises and the sidewalks in front of the Premises.
- f. If required by the City, County, State or any governmental or quasi-governmental agency, power wash the sidewalk in front of the Premises.

6.1 Within thirty (30) days of receipt of notice, Tenant shall remove, dismiss, terminate and if required pay for, all violations issued by the City, State, governmental agency or quasi-governmental agency, as a result of Tenants failure to perform its obligations under the Lease. Tenant shall comply with all notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the Commencement Date by any governmental agency having authority over the Leased Premises.

## **6.2 Tenant is obligated to schedule all fire inspections per state code.**

## 7. INSURANCE; INDEMNITY.

7.1 Landlord shall, throughout the Term, procure and maintain insurance for the Center in amounts and type of coverage Landlord may determine, in its sole discretion, to be appropriate. In addition, Tenant shall, at its sole cost and expense, procure and maintain throughout the Term, liability and hazard insurance as hereinafter stated:

7.1.1 Tenant represents that they are self-insured and they operate under the same "self-insurance" program as the City of Hollywood. Tenant further represents that under the Waiver of Sovereign Immunity Law Section 768.28, they are required to and will insure against any liability arising out of the use, occupancy and maintenance of the Premises, and all areas appurtenant thereto, and will afford protection with respect to bodily injury, death or property damage or assumed or contractual liability under this Lease with a limit of not less than \$200,000.00 per person, \$300,000.00 per occurrence, ("Limit of Coverage"). Notwithstanding anything stated herein to the contrary, Tenant represents that if required by the State Legislature, Tenant shall be responsible to pay any amount above and beyond the Limit of Coverage for any bodily injury, death, property damage or assumed contractual liability.

7.1.2 Tenant, if not already covered under the self-insurance policy provision of paragraph 7.1.1 above, shall obtain the necessary property insurance policy as stated herein, including but not limited to hurricane and flood insurance policies, with a maximum of Twenty Five Thousand Dollar (\$25,000.00) deductible, written at full

replacement cost and with full replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Premises by or on behalf of Tenant. Tenant shall name the Landlord as additional insured on said insurance policies or simultaneously with the execution of this Lease shall provide a letter stating that they are self-insured as herein required and operate under the same "self-insurance" program as the City of Hollywood.

7.1.3 Tenant represents that they are self-insured for workers' compensation coverage and they operate under the same "self-insurance" program as the City of Hollywood. They shall maintain such coverage in accordance with the requirements of Florida law at all times during the Term of this Lease.

7.1.4 A copy of each policy of insurance or a letter stating that Landlord is self-insured for liability, property, hazard, flood and hurricane damage and operates under the same "self-insurance" program as the City of Hollywood and/or any other policies stated in the herein Lease, shall be delivered to Landlord simultaneously with Tenant's execution of this Lease.

Notwithstanding the aforementioned, the above amounts shall be subject to increase at any time, from time to time, if Landlord, in the exercise of its reasonable discretion, shall deem it necessary for adequate protection. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with.

7.2 Tenant's insurance shall be with an insurance company acceptable to Landlord licensed to transact business in the State of Florida. Landlord and Landlord's mortgagee, if any, shall be named as additional insureds under Tenant's insurance, and such insurance shall be primary and non-contributing with any insurance carried by Landlord. If, on account of the failure of Tenant to comply with the above, Landlord is adjudged to be a coinsurer by its insurance carrier, then any loss or damage Landlord may sustain by reason thereof shall be borne by Tenant and shall be immediately paid by Tenant upon receipt of a bill thereof. Tenant's insurance policies shall contain endorsements requiring thirty (30) days notice to Landlord and Landlord's mortgagee, if any, prior to any cancellation or any reduction in amount of coverage. Tenant shall deliver to Landlord as a condition precedent to its taking occupancy of the Premises (but not to its obligation to pay Rent), certificate(s) evidencing such insurance acceptable to Landlord, and Tenant shall at least thirty (30) days prior to the expiration of such policies, deliver to Landlord certificates of insurance evidencing the renewal of such policies. A copy of a letter stating that Tenant is self-insured and operates under the same "self-insurance" program as the City of Hollywood will be acceptable to Landlord in lieu of obtaining an insurance policy and naming Landlord as an additional insured thereon. It is understood and acknowledged by Tenant that Landlord will be relying on Tenant's representations made herein as an inducement of entering into this Lease. If Tenant fails to provide Landlord with the aforementioned letter or if at any time during the Term of the Lease, Tenant would no longer be self-insured, Landlord shall have the right, but not the obligation, to obtain all the necessary insurance policies stated herein on behalf of the Tenant at Tenant's sole cost and expense.

7.3 Tenant agrees to and hereby does indemnify, protect, defend (by counsel acceptable to Landlord) and hold Landlord (its property manager and designee, if any) and each of Landlord's officers, employees, agents, members, attorneys, successors and assigns, free and harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, lawsuits and other proceedings, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or out of, or in any way connected with loss of life, bodily injury property damage to third parties and/or damage to the Center or the environment arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of the Center, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, subcontractors, employees or invitees to act, caused by, incurred or resulting from Tenant's operations of or relating in any manner to the Premises, whether relating to their original design or construction, latent defects, alteration, maintenance, use by Tenant or any person thereon, supervision or otherwise, or from any breach of, default under, or failure to perform any term, covenant or condition of this Lease by Tenant, its officers, employees, agents or other persons or arising, directly or indirectly, wholly or in part, from any act, omission, or operation involving the use, handling, generation, storage, disposal, other management or release of any Hazardous Substance (as defined below) in, from or to the Premises, whether or not Tenant may have acted negligently with respect to such Hazardous Substance. Tenant's obligations pursuant to this Section shall survive the expiration or termination of this Lease. Tenant shall maintain a contractual liability endorsement to its public liability policy, specifically endorsed to cover the indemnity provision of this Section. Unless occasioned as a result of Landlord's negligence, Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, or for any personal injury, for any cause whatsoever.

7.4 Tenant and Landlord release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the Center (whether due to the negligence of either party,

their agents, employees, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds. Tenant and Landlord agree that all policies of insurance obtained by either of them shall contain appropriate waiver of subrogation clauses.

8. MANAGEMENT AND OPERATION OF COMMON AREAS. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Center. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations from time to time with respect to the Common Areas; (ii) to close all or any portion of the Common Areas to such extent as may, in the opinion of the Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (iv) to close temporarily any or all portions of the Common Areas; (v) to discourage non-customer parking; and (vi) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable. If the amount, size, or configuration of such Common Areas or any portion thereof shall be diminished or changed, this Lease shall remain in full force and effect and Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or reduction of Rent, nor shall such revocation, change or diminution be deemed constructive or actual eviction. **Attached hereto as Exhibit "C" are the rules and regulations presently in effect as of the date this Lease is executed.]**

9. REPAIRS. Tenant, at its sole cost and expense, shall keep the Premises at all times in a neat, clean and sanitary condition and in accordance with all Governmental Requirements, and Tenant shall, at its sole cost and expense, repair and replace all damage or injury to the Premises caused by Tenant or its agents, employees, invitees or licensees. If Tenant fails to make, maintain or keep the Premises in good repair and such failure continues for five (5) days after written notice from Landlord, Landlord may perform, but is not obligated to perform, any such required maintenance and repairs, and the cost, plus a management fee of fifteen percent (15%) of the cost of the work performed shall be Additional Rent payable by Tenant within fifteen (15) days of receipt of an invoice from Landlord.

10. TENANT'S PROPERTY. On expiration of the Term, if there is then no Event of Default, Tenant may remove its furnishings and trade fixtures and shall repair the Premises to the same condition as when the Term commenced, ordinary wear and tear excepted. If Tenant fails to remove such property as required under this Lease, Landlord may do so and keep or dispose of the same in its sole discretion without any liability to Landlord, and further may charge the cost of any such removal, storage or disposition to Tenant, plus a management fee of fifteen percent (15%) of the work performed payable by Tenant within fifteen (15) days of receipt of an invoice from Landlord. The obligation of Tenant under this Section shall survive the expiration or earlier termination of this Lease.

11. ALTERATIONS BY TENANT. Tenant shall not make any alteration, addition, or installation in the Premises without the prior written consent of Landlord which consent shall be in Landlord's sole discretion. All alterations, additions or installations, including but not limited to partitions, air conditioning ducts or equipment (except movable furniture and fixtures put in at the expense of Tenant and removable without defacing or injuring the Building or the Premises), shall become the property of Landlord at the expiration or any earlier termination of the Term. Landlord, however, reserves the option to require Tenant, at Tenant's sole cost and expense, upon notice, to remove all fixtures, alterations, additions, or installations (including those not removable without defacing or injuring the Premises) and to restore the Premises to the same condition as when originally leased to Tenant, reasonable wear and tear excepted. All work performed shall be done in a good and workmanlike manner and with materials of the quality and appearance comparable to those in the Center.

12. ASSIGNMENT; SUBLETTING. The identity and financial position of the Tenant is a material consideration of Landlord entering into this Lease. Tenant shall not, directly or indirectly, assign or sublet any portion under this Lease, nor permit all or any part of the Premises to be used or occupied by another. Any mortgage, pledge or assignment of this Lease, or if Tenant is a corporation, any transfer of this Lease from Tenant through any change in the ownership of or power to vote the majority of the outstanding voting stock or membership interest of Tenant, shall constitute an assignment for the purposes of this Section. Any assignment or subletting made without such Landlord's consent, at Landlord's sole discretion shall be voidable by Landlord and is a material breach of this lease. The acceptance of Rent from any other person shall neither be deemed to be a waiver of any of the provisions of this Lease nor be deemed to be a consent to the assignment of this Lease or subletting of the Premises.

13. LIENS. Notwithstanding any provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or the Center to any liens of any kind nor shall any provision in this Lease ever be construed as empowering Tenant to encumber or cause Tenant to encumber the title or interest of Landlord in the Premises or the Center. In order to comply with the provisions of Section 713.10 Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including, without limitation, contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to

file or place any kind of lien whatsoever upon the Premises or the Center or any improvement thereon, and any such liens are specifically prohibited. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any claim or lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. If at any time a lien or encumbrance is filed against the Premises or the Center as a result of Tenant's, its agents, contractors, subcontractors, materialmen, mechanics and/or laborers work, materials or obligations, Tenant shall promptly discharge or bond-off said lien or encumbrance, and if said lien or encumbrance has not been removed within ten (10) days from the date it is filed, Tenant agrees to deposit with Landlord cash in an amount equal to one hundred fifty percent (150%) of the amount of any such lien or encumbrance, to be held by Landlord (without interest to Tenant) until any such lien or encumbrance is discharged.

14. CASUALTY/DAMAGE AND DESTRUCTION.

14.1 Partial Damage. "Partial Damage" means damage or destruction to the Center to the extent that the cost of repair is less than fifty percent (50%) but more than twenty percent (20%) of the fair market value of the Center immediately prior to such damage or destruction. If at any time during the Term there is Partial Damage, Landlord may, at Landlord's option, either (i) repair such damage, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to terminate this Lease, which termination shall be effective as of the date of the occurrence of such damage.

14.2 Total Destruction. "Total Destruction" means damage or destruction to the Center to the extent that the cost of repair is fifty percent (50%) or more of the fair market value of the Center immediately prior to such damage or destruction. If at any time during the Term there is a Total Destruction, Landlord may, at Landlord's option, either (i) repair such damage within sixty (60) days of the date insurance proceeds are received by Landlord, in which event this Lease shall continue in full force and effect, or (ii) Landlord may terminate this Lease as of the date of such Total Destruction.

14.3 Abatement of Rent. If Landlord repairs or restores the Premises pursuant to the provisions of this Section, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. Except for abatement of Rent, if any, Tenant shall have no claim against Landlord as a result of any such damage. Furthermore, notwithstanding anything above to the contrary, Tenant shall not be entitled to any abatement of Rent if such damage is in any way caused by Tenant, its agents, employees or invitees.

15. ACCESS. Tenant shall permit Landlord to enter the Premises at all reasonable times for the purposes of inspecting and repairing the Premises and of ascertaining compliance by Tenant with the provisions of this Lease. Landlord shall use reasonable efforts so as to minimize any inconvenience to or disruption of Tenant. Landlord may show the Premises to prospective purchasers, mortgagees, or tenants at any time. If representatives of Tenant shall not be present to open and permit entry into the Premises at anytime when such entry by Landlord is necessary or permitted hereunder, Landlord, or its employees or agents may enter (or forcibly in the event of an emergency), without liability of Landlord to Tenant and without such entry constituting an eviction of Tenant, and without incurring liability for trespass or causing a termination of this Lease.

16. SIGNS. All signs and symbols placed in or about doors, windows or elsewhere in or about the Premises, shall be subject to (i) Landlord's sign criteria, if any, promulgated by Landlord from time to time promulgated, or (ii) if there shall be no such sign criteria, to the consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall, throughout the Term, maintain all of its signs in good condition and repair. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed and any damage resulting therefrom shall be promptly repaired, or such removal and repair may be done by Landlord and the cost thereof charged to Tenant as Additional Rent hereunder. The obligation to remove and repair any such signage shall survive the expiration or termination of this Lease.

17. TENANT'S DEFAULT

17.1 All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute an "Event of Default" of this Lease by Tenant: (i) Tenant shall default in the payment of any monthly installment of Rent, Additional Rent, or any other charges hereunder at the time and in the amount as herein provided, or within any grace period, and if Tenant shall fail to cure said default within three (3) days after receipt of notice of such default from Landlord (provided, however, that Landlord need give such notice and Tenant shall have such times to cure not more than two (2) times in any twelve (12) month period; (ii) Tenant shall violate or fail to perform any of the other terms, covenants or conditions herein made by Tenant, and such violation or failure shall not be cured within a reasonable period of time not to exceed ten (10) days after written notice to Tenant by Landlord or, if such violation or failure shall

reasonably require longer than ten (10) days to cure, if Tenant shall fail to commence to cure same within ten (10) days after receipt of notice thereof and continuously prosecute the curing of the same to completion with due diligence; (iii) Tenant shall make a general assignment for the benefit of its creditors or a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief has been voluntarily filed by Tenant or its agent; (iv) an involuntary proceeding is filed against Tenant by a third party, seeking any relief mentioned in (iii) above and said proceeding is not discharged within forty-five (45) days of the filing thereof; (v) a trustee, receiver or liquidator shall be appointed for Tenant on a substantial part of its property; (vi) Tenant shall vacate or abandon the Premises; (vii) Tenant shall mortgage, assign or otherwise encumber its leasehold interest other than as specifically permitted under this Lease; or, (viii) Tenant shall be late a total of three (3) times in any twelve (12) month period in the payment of Rent, or any other sums or charges when due Landlord under this Lease, or shall repeatedly default in the keeping, observing or performing of any other terms, covenants or conditions herein contained to be kept, observed or performed by Tenant (provided notice of such payment or other defaults shall have been given to Tenant, but irrespective of whether or not Tenant shall have timely cured any such payment or other defaults for which notice was given).

17.2 Notwithstanding the above, Landlord, in its sole discretion, may, at any time after Tenant's default or violation of any term, covenant or condition contained herein, re-enter and take possession of the Premises without terminating this Lease, and remove any property contained therein. Such re-entry shall not constitute a forfeiture of any Rents to be paid and the terms, covenants and conditions to be kept and performed hereunder by Tenant for the full Term. In the event of such re-entry, Landlord shall have the right, but not the obligation, to lease or let the same or portions thereof for such periods of time and at such rentals and for such use and upon such terms, covenants and conditions as Landlord may elect in its sole discretion, applying the net rentals from such letting first to the payment of Landlord's expenses incurred in dispossessing Tenant and the cost and expense of making such improvements, alterations and repairs in the Premises as may be necessary in order to enable Landlord to relet the same, and to the payment of any brokerage commissions or other necessary expenses of Landlord in connection with such re-letting. The balance, if any, shall be applied by Landlord, from time to time, on account of payments due or payable by Tenant hereunder, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid from time to time without obligations to await the end of the Term hereof for the final determination of Tenant's account. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. Landlord may make such alterations, repairs and replacements in the Premises as Landlord, in its sole discretion, considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations, repairs and replacements shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall, in no event, be liable in any way whatsoever for failure to relet the Premises, or, in the event the Premises are relet, for failure to collect the Rent under such reletting. In addition to the above, Landlord, in its sole discretion, at any time after Tenant's default or violation of any term, covenant and condition contained herein, may institute a distress for rent action and obtain a distress writ under Section 83.11 through 83.19, Florida Statutes. Tenant expressly, knowingly and voluntarily waives all constitutional, statutory or common law bonding requirements, including the requirement under Section 83.12, Florida Statutes, that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the value of the property sought to be distrained), it being the intention of the parties that no bond shall be required to be filed by Landlord in any distress action. Tenant further waives the right under Section 83.14, Florida Statutes, to replevy distrained property.

17.3 Any and all property which may be removed from the Premises by Landlord, pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be removed or stored by Landlord at the sole risk, cost and expense of Tenant, and Landlord shall in no event be responsible for its safekeeping. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the expiration or termination of the Term shall be conclusively deemed to have been forever abandoned by Tenant and may either be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit, in Landlord's sole discretion.

17.4 Tenant agrees, that if it shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and after reasonable notice and without waiving, or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord, in its sole discretion, may deem desirable, and in connection therewith, to pay expenses and employ counsel. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate of interest allowed by law (whichever is lower) from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of the next installment of Rent thereafter becoming due.

17.5 Notwithstanding anything to the contrary contained herein, if Landlord elects to terminate this Lease as a result of any of the contingencies specified in this Section, Landlord shall, upon such termination, be immediately

entitled to recover as damages, and not as a penalty, an amount equal to the Rent and Additional Rent provided in this Lease for the remainder of the Term.

17.6 If any of Tenant's checks for Rent are dishonored by Tenant's bank, the amount due shall be deemed a Late Charge and treated accordingly. In addition, Tenant shall pay a service charge to Landlord covering administrative expenses relating hereto in the amount of **Fifty Dollars (\$50.00)** per such check. If during the Term more than two (2) of Tenant's checks are so dishonored by Tenant's bank, then Landlord, in its sole discretion, may require all future Rent to be paid by cashier's check or money order only.

17.7 In addition to the Late Charge, any payments required to be made by Tenant under this Lease not made by Tenant when and as due or within any cure period, if any, shall, from the date when the particular amount became due to the date of payment thereof to Landlord, bear interest at the rate of eighteen percent (18%) per annum or the maximum lawful rate of interest allowed by law (whichever is lower). Notwithstanding anything to the contrary in this Lease, Tenant does not intend or expect to pay, nor does Landlord expect to charge, accept, or collect any Rent, Late Charge or interest which collectively would be greater than the highest legal rate of interest which may be charged under the laws of the State of Florida.

17.8 In the event of a breach or threatened breach by Tenant of any of the terms, covenants and conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Notwithstanding the above, Tenant shall pay all costs, expenses, and attorneys' fees, reasonably incurred or paid at any time by Landlord, including initial collection efforts and continuing through all litigation, appeals and any post-judgment execution efforts until fully satisfied, because of the failure of Tenant to perform and comply with all of the terms, covenants and conditions of this Lease.

18. QUIET ENJOYMENT. If and so long as Tenant pays all Rent and keeps and performs each and every term, covenant and condition herein contained on the part of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance by Landlord, subject to the terms, covenants and conditions of this Lease and of any Superior Instruments (as defined below).

19. AMENDMENT; WAIVER; APPROVAL; CONSENT. This Lease constitutes the entire agreement between the parties. This Lease shall not be amended or modified except in writing signed by both parties. Failure of Landlord to exercise any of its rights in one or more instances shall not be construed as a waiver of Landlord's right to strict performance of such rights or as to any subsequent breach of any such rights. Wherever this Lease requires either the Landlord's consent or approval, such consent or approval shall only be deemed given when in writing.

20. NOTICES. All notices and communications required under this Lease shall be in writing, delivered in person or sent by United States Certified Mail, return receipt requested, with postage prepaid, or Federal Express (or similar overnight courier service) addressed as follows:

AS TO TENANT:

HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY  
1948 HARRISON STREET  
HOLLYWOOD, FL 33020

WITH A COPY TO:

\_\_\_\_\_  
\_\_\_\_\_

AS TO LANDLORD:

1948 HARRISON STREET REALTY, LLC  
619 PALISADE AVENUE  
ENGLEWOOD CLIFFS, NJ, 07632  
TEL 201.567.2555

WITH A COPY TO:

ELAZAR ARYEH, PC.  
110-20 71 ROAD, SUITE 110  
FOREST HILLS, NY 11375  
718-261-0210

Service shall be deemed effective upon receipt or refusal to accept receipt. Either party by written notice to the other may designate additional parties to receive copies of notices sent to it. Such designees may be changed by written notice. Either party may at any time, in the manner set forth for giving notice to the other, designate a different address to which notices and communication to it shall be sent.



21. EXHIBITS; RIDERS. All schedules, exhibits and riders, if any, attached or added hereto are made a part of this Lease by reference and the terms, covenants, and conditions thereof shall control over any inconsistent provisions in the sections of this Lease.

22. LIMITATION OF LANDLORD'S LIABILITY. The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title to the Center. In the event of any transfer of such title or interest, Landlord herein named (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to the above, be binding on Landlord's successor's and assigns, only during their respective periods of ownership. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or its individual partners, shareholders, members, directors, officers, employees and/or agents, and Tenant shall look solely to Landlord's then existing interest in the Premises, or other premises owned by Landlord and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease, and will not seek recourse against Landlord's individual partners, shareholders, members, directors, officers, employees and/or agents, or any of their personal assets for such satisfaction. Tenant's sole right and remedy in any action concerning Landlord's reasonableness (where the same is required under this Lease) shall be an action for either declaratory judgment or specific performance.

23. LANDLORD'S RESERVED RIGHTS. Landlord reserves the right at any time to (i) make or permit changes or revisions in the Center including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas and the Commons Areas; (ii) construct improvements in the Center and to make alterations thereof or additions thereto and to build additional stories on or in any such building(s) and build adjoining same, including (without limitation) kiosks, pushcarts and other displays in the Common Areas; (iii) make or permit changes or revisions in the Center, including additions thereto; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas below the number of parking spaces required by law; and (iv) Landlord shall have the right to sell the Center (or any portion(s) thereof) and assign this Lease, the Deposit and Prepaid Rent to the purchaser, and upon such assignment Landlord shall be released from all subsequent obligations under this Lease and Tenant agrees to attorn to such purchaser, or any other successor or assign of Landlord through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor Landlord under this Lease. In addition, Landlord shall have the exclusive right to use all or any part of the roof of the Premises for any purposes; to erect additional stories or other structures over all or any part of the Premises, to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parties of the Center, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises or other structural elements of the Premises (including, without limitation, free-standing columns and footings for all columns), provided that such use shall not encroach on the interior of the Premises unless (i) all work carried on by Landlord with respect to such encroachment shall be done during hours when the Premises are not open for business and otherwise shall be carried out in such a manner as not to unreasonably interfere with Tenant's operations in the Premises, and (ii) Landlord, at its sole cost and expense, shall repair all physical damage to the Premises resulting from such work.

24. ESTOPPEL CERTIFICATE. Within three (3) days after request therefore by Landlord, Tenant shall execute and deliver (in recordable form) a certificate to any proposed mortgagee or purchaser, or to Landlord, together with a true and correct copy of this Lease, certifying (with such exceptions or modifications as may be the case) (i) that this Lease is in full force and effect without modification, (ii) the amount, if any, of Prepaid Rent and Deposit paid by Tenant to Landlord, (iii) that Landlord has performed all of its obligations due to be performed under this Lease and that there are no defenses, counterclaims, deductions or offsets outstanding or other excuses for Tenant's performance under this Lease, and (iv) any other fact reasonably requested by Landlord or such proposed mortgagee or purchaser. Landlord may present to Tenant a form of such certificate, and Tenant's failure to properly execute and deliver such form of certificate (with such exceptions or modifications noted therein as may be asserted by Tenant in good faith) within ten (10) days after request therefore shall be conclusive upon Tenant as to the truth of all statements contained therein as presented by Landlord and may be relied on by any person holding or proposing to acquire an interest in the Premises or any part thereof or this Lease from or through the other party, that this Lease is unmodified and in full force and effect. Further, Tenant's failure to properly execute and deliver such form of certificate within ten (10) days after request therefor by Landlord shall, at Landlord's option, be an Event of Default not subject to cure.

25. ACCORD AND SATISFACTION. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall give rise to or support or constitute an accord or satisfaction, or a compromise or

other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary, unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord may receive and retain, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage, in such amounts and in such order as Landlord may determine in Landlord's sole discretion.

26. SEVERABILITY. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms, covenants and conditions to the fullest extent permitted by law. If any term, covenant or condition hereof shall be invalid or unenforceable, the parties agree that such term, covenant or condition shall be stricken from this Lease, the same as if it never had been contained herein.

27. SUBORDINATION. The rights of Tenant hereunder are and shall be, at the election of any mortgagee, subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises (or any portion(s) thereof), and to all advances made or hereafter to be made upon the security thereof ("Superior Instruments"). This Section 27 shall be self-operative and no further instrument of subordination shall be required by any mortgagee, but Tenant agrees upon request of Landlord, from time to time, to execute whatever documentation may be required to further effect the provisions of this Section.

28. TIME. Time is of the essence of this Lease and applies to all terms, covenants, and conditions contained herein. All "days" set forth in this Lease shall be deemed to be "calendar days" unless specifically stated to the contrary.

29. SUCCESSORS AND ASSIGNS. All terms, covenants and conditions to be observed and performed by Tenant hereunder shall be applicable to and binding upon Tenant's respective heirs, administrators, executors, and permitted successors and assigns.

30. RELATIONSHIP OF PARTIES. Anything in this Lease to the contrary notwithstanding, it is agreed that Landlord shall in no event be deemed to be a partner of Tenant in the conduct of its business nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business. The relationship of the parties during the Term shall at all times be that of landlord and tenant.

31. CAPTIONS AND SECTION NUMBERS. The captions and section numbers are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease. Whether or not so stated in any particular provision of this Lease, each and every term, covenant and condition on the Tenant's part hereunder constitutes a material inducement for Landlord to enter into this Lease.

32. AUTHORITY; LIABILITY. If Tenant signs as a corporation, partnership, or other entity, each of the persons executing this Lease, on behalf of Tenant, does hereby covenant and warrant to Landlord that Tenant is duly authorized to transact business, is in good standing and existing, that Tenant is qualified to do business in the State of Florida, Tenant has full right and authority to enter into this Lease, and that the persons signing on behalf of Tenant were authorized to do so. If two (2) or more individuals, corporations, partnerships or other business associations (or any combination of two (2) or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships, or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary, except rights contained herein for the benefit of any mortgagee(s) of Landlord.

33. APPLICABLE LAW. This Lease shall be construed according to the laws of the State of Florida. Should any provision of this Lease require judicial interpretation, it is agreed by the parties hereto that the court interpreting or construing the same shall not apply a presumption that any such provision shall be more strictly construed against the party who itself or through its agent prepared the same, as all parties have participated in the preparation of the provisions of this Lease and that all terms, covenants and conditions were negotiable.

34. BROKER INDEMNIFICATION. As part of the consideration for the granting of this Lease, Tenant represents and warrants to Landlord that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease **and** Tenant agrees to indemnify Landlord against any loss, expense (including reasonable attorneys' fees), cost or

liability incurred by Landlord as a result of a claim by any broker or finder.

35. EFFECT OF BANKRUPTCY. Tenant shall not assign, mortgage or encumber this Lease, nor sublet, nor suffer or permit the Premises or any part thereof to be used by others, except as specifically set forth in Section 12 above; provided, however, that if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. '101 et seq. (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

36. SURRENDER OF PREMISES. Tenant agrees to surrender to Landlord, at the expiration or earlier termination of this Lease, the Premises in (i) as good condition as the Premises were at the Commencement Date, ordinary wear and tear excepted; (ii) Tenant shall remove its trade fixtures, furnishings and equipment from the Premises and shall repair any damage caused by such removal; and (iii) Tenant shall also remove all rubbish from the Premises. Tenant hereby expressly authorizes Landlord as agent of Tenant, to remove such rubbish and make such repairs as may be necessary to restore the Premises to such condition at the sole cost and expense of Tenant, plus a management fee of fifteen percent (15%) of the cost of the work performed payable by Tenant within fifteen (15) days of receipt of an invoice from Landlord. The obligations of Tenant and rights of Landlord under this Section shall survive the expiration or earlier termination of this Lease.

37. ATTORNEYS' FEES. If either party herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs and reasonable attorney's fees, including all appeals from the non-prevailing party.

38. FORCE MAJEURE. Landlord shall not be required to perform any term, covenant or condition in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any Governmental Authority, civil riots, floods, hurricanes, and any other cause not within the control of Landlord. Except for all monetary obligations under this Lease for which Tenant is obligated to pay, including but not limited to, the Base Rent, utilities, water/sewer, maintenance and

all other additional rents and/or expenses, which obligation to pay shall not be affected by Force Majeure, Tenant shall temporarily be relieved from performing the term, covenant or condition of this Lease, so long as such performance is delayed or prevented by a Governmental Authority, civil riots, hurricane, flood, or act of God.

39. TENDER AND DELIVERY OF LEASE. Submission of this Lease does not constitute an offer, right of first refusal, reservation of or option for the Premises or any part thereof. This Lease becomes effective as a lease upon execution and delivery by both Landlord and Tenant.

40. HAZARDOUS WASTE. Tenant shall neither cause nor permit: (i) the Premises to be used to manufacture, process, transport, store, handle, or dispose of, Hazardous Materials, except in compliance with all applicable Governmental Requirements, nor (ii) a release of Hazardous Materials onto the Premises on the part of Tenant, its agents, employees and invitees. Tenant shall defend, indemnify and hold harmless Landlord, and Landlord's employees, agents, officers and directors, from and against any claims, demands, damages, costs or expenses of any kind or nature, known or unknown contingent or otherwise (including, without limitation, attorneys' fees (including paralegals' and similar persons') at both the trial and appellate levels, consultant fees, investigation and laboratory fees, court costs and litigation expenses), arising out of, or in any way related to the above or any violation of Governmental Requirements caused by Tenant, its agents, employees, invitees or customers. The term "Hazardous Material" includes, without limitation, any flammable explosives, radioactive materials, Hazardous Materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§960 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other Governmental Requirements. The provisions of this Section shall be in addition to any other obligations Tenant may have to Landlord at law or in equity under this Lease, and shall survive the expiration or earlier termination of this Lease.

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

42. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and hereby do WAIVE TRIAL BY JURY in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease. This waiver is made without duress and only after each of the parties hereto has had the benefit of advice from legal counsel as to this Lease. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in any summary proceeding or in any action based upon non-payment of Rent or any other payment required by Tenant hereunder, , unless same is compulsory and required by law .

43. HOLDOVER. If Tenant shall hold over after the expiration of the term of this Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable laws, and until Tenant has vacated the premises, tenant shall pay the Landlord for the use and occupancy of the premises an amount equal to two and one-half times the total of the fixed rent and additional rent then being paid or payable by Tenant to Landlord.

44 CONFLICT OF LAW: Tenant represents that it is dependent special district of the City of Hollywood. As such, in the event of any inconsistency with the State Law as applied to the Tenant and the terms of this Lease, the State Law shall prevail. All other terms of this Lease shall remain unaffected and unchanged and shall be enforceable as against the Tenant.

45. MISCELLANEOUS: (a) Neither this Lease nor any provision thereof may be waived, changed or cancelled except in writing, signed by the party against whom the enforcement of the waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. This Lease shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. (b) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it. (c) The captions in this Lease are for convenience of reference only and in no way define, limit or describe the scope of this Lease and shall not be considered in the interpretation of this Lease or any provision hereof. (d) This Lease shall not be binding or effective until duly executed and delivered by Landlord and Tenant.

**IN WITNESS WHEREOF**, the respective parties have signed, sealed and delivered this Lease on the date and year written below.

[SIGNATURE PAGES TO FOLLOW]

SIGNATURE PAGE

WITNESSES:  
**REALTY, LLC**

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Print*

WITNESSES:  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Print*

LANDLORD: **1948 HARRISON STREET**

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

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

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

Date: \_\_\_\_\_

TENANT: HOLLYWOOD COMMUNITY

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

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

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

Date: \_\_\_\_\_

**EXHIBIT “A”**

**EXHIBIT “B”**

**EXHIBIT "C"**

**RULES AND REGULATIONS**

1. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or Center, including without limitation installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Premises or Center.
2. Tenant shall not at any time occupy any part of the Premises or Center as sleeping or lodging quarters.
3. Tenant shall be responsible to clean-up any debris, trash or mess in the front of the Premises caused by Tenant's employees, agents, invitees, guests and visitors.
4. None of the parking, entries, passages, doors, hallways or stairways shall be blocked or obstructed by any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas, nor shall such areas be used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord.
5. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed.
6. Tenant shall not canvas, solicit or peddle (including the placement of flyers) in the Common Areas of the Center.
7. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Premises, shall procure and maintain such license or permit and Tenant shall at all times comply with the terms of any such license or permit.

Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary, for the safety, care and cleanliness of the Center.

(a) Tenant shall not affix or maintain outside the Premises including the exterior of the glass panes and supports of the show windows (and within the twenty-four (24) inches of any window), doors and the exterior walls of the Premises, or any place within the Premises if intended to be seen from the exterior of the Premises, any signs, advertising placards, names, insignia, notices, trademarks, descriptive material or any other such like item or items except such as shall have first received written approval of Landlord as to size, type, color, location, copy, nature, and display qualities. No symbol, design, name, mark or insignia adopted by Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs in the interior of the Premises which are visible from outside the Premises shall advertise any product. All signs located in the interior of the Premises shall be in good taste so as not to detract from the general appearance of the Premises or the Shopping Center. Tenant shall not use handbills for advertising at the Shopping Center;

(b) No awnings or other projections shall be attached to the exterior walls of the Premises or the building of which they form a part;



(c) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Landlord. Trailers and trucks shall deliver merchandise to the Premises only through the access road or roads designated for such purposes and such motor vehicles shall not be permitted to park in or drive through such areas, and said vehicles will be expeditiously loaded and unloaded and not permitted to park in the Shopping Center at the designated places for periods longer than are reasonably necessary for loading and/or unloading;

(d) All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be stored in the Premises and prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use such service and pay the cost therefor;

(e) No radio or television or other similar device shall be installed, and no

aerial shall be erected on the roof, on exterior walls of Premises or the Shopping Center, or on the grounds, without in each instance having obtained Landlord's written consent. Any such device or aerial so installed without such prior written consent shall be subject to removal without notice at any time;

(f) No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord;

(g) Sales using the auction method of selling, fire sales, shall not be conducted on or about the Premises without the prior written consent of Landlord;

(h) Tenant shall keep Tenant's display windows illuminated and signs and lights on the storefront lighted each and every day of the Term hereof during the hours designated by Landlord;

(i) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;

(j) Tenant shall not leave merchandise in the service corridors, sidewalks, entrances, passages, courts, corridors or stairways;

(k) Tenant's right to use the common areas at the Shopping Center shall be limited to ingress and egress, and the parking of automobiles for Tenants, invitees and guests. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord the State automobile license numbers assigned to the car or cars of Tenant and its employees within five (5) days of any request by Landlord;

(l) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may reasonably require;

(m) Tenant will cooperate and participate in all security programs affecting the Shopping Center;

(n) Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the Premises and no person shall use the Premises or any part thereof as a sleeping quarter, sleeping apartment or lodging room;

(o) Except for those exclusively for use by employees of Tenant which are not visible from the sales area of Tenant's Premises or the exterior of the Premises, Tenant shall not operate any coin or token operated vending machines or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, food, candy, cigarettes or other commodities, without the prior written consent of Landlord;

(p) Tenant shall not place or maintain any temporary fixture for the display of merchandise in front of or within any entrance to the Premises which is within six (6) feet of the front lease line of the Premises or within three (3) feet of any recessed entry of the Premises, except such as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities; and

(q) Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be offensive to other tenants and occupants of the Shopping Center or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Shopping Center or elsewhere.

(r) The plumbing facilities in the Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall, have caused it.

Landlord may amend, modify, and delete the Rules and Regulations or add new and additional reasonable rules and regulations for the use and care of the Premises, the building of which the Premises are a part and the Common Areas. Tenant understands and agrees that such rules and regulations are necessary in order to maintain a high quality shopping center although they may affect Tenant's method of operation and merchandising its store at the Premises and Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of same in such place within the Shopping Center as Landlord may designate.

