

Request Summary:

Pursuant to Land Development Code Section 6.11.11, the request is for a distance separation waiver for a 2-COP-R Alcoholic Beverage (AB) Permit for a proposed restaurant named MOCA ASIAN CUISINE within an existing commercial strip/shopping center at 11244 Boyette Road. The 2-COP-R wet zoning will allow the sale of beer and wine for consumption on and off the permitted premises (package sales) in connection with a restaurant. At least 51 percent of the restaurant's total biannual sales shall be derived from the sale of food and non-alcoholic beverages.

As shown on the revised survey received April 13, 2022 the proposed wet zone area will comprise 1,625 square feet in size of indoor area. No outdoor area is proposed.

The property is zoned PD (Planned Development) 85-0048, as most recently modified by PRS (Personal Appearance) 18-1495, which permits a restaurant and consideration of the requested AB permit.

Distance Separation Requirements for a 2-COP R AB Permit:

Per LDC Section 6.11.11.D.5, the following distance separation requirements apply to the proposed wet zoning:

1. The distance from the proposed structure to certain community uses shall be 500 feet.
 - According to the survey submitted by the applicant, the request **does not** comply with this requirement. One community use, the Riverview Public Library, is located 206 feet north of the proposed wet zoning.
2. The distance from the proposed structure to residentially zoned properties shall be 150 feet.
 - According to the survey submitted by the applicant, the request **does** comply with this requirement.

Per LDC Section 6.11.11.E., waivers to the required separation distances may be requested by applicants at a noticed public hearing. The hearing officer may consider such requests on the basis of whether special or unique circumstances exist such that the proposed alcoholic beverage use does not pose significant impacts on the surrounding uses, and whether certain circumstance exist such that the necessity for the separation requirement(s) is negated.

Distance Waiver from Community Uses:

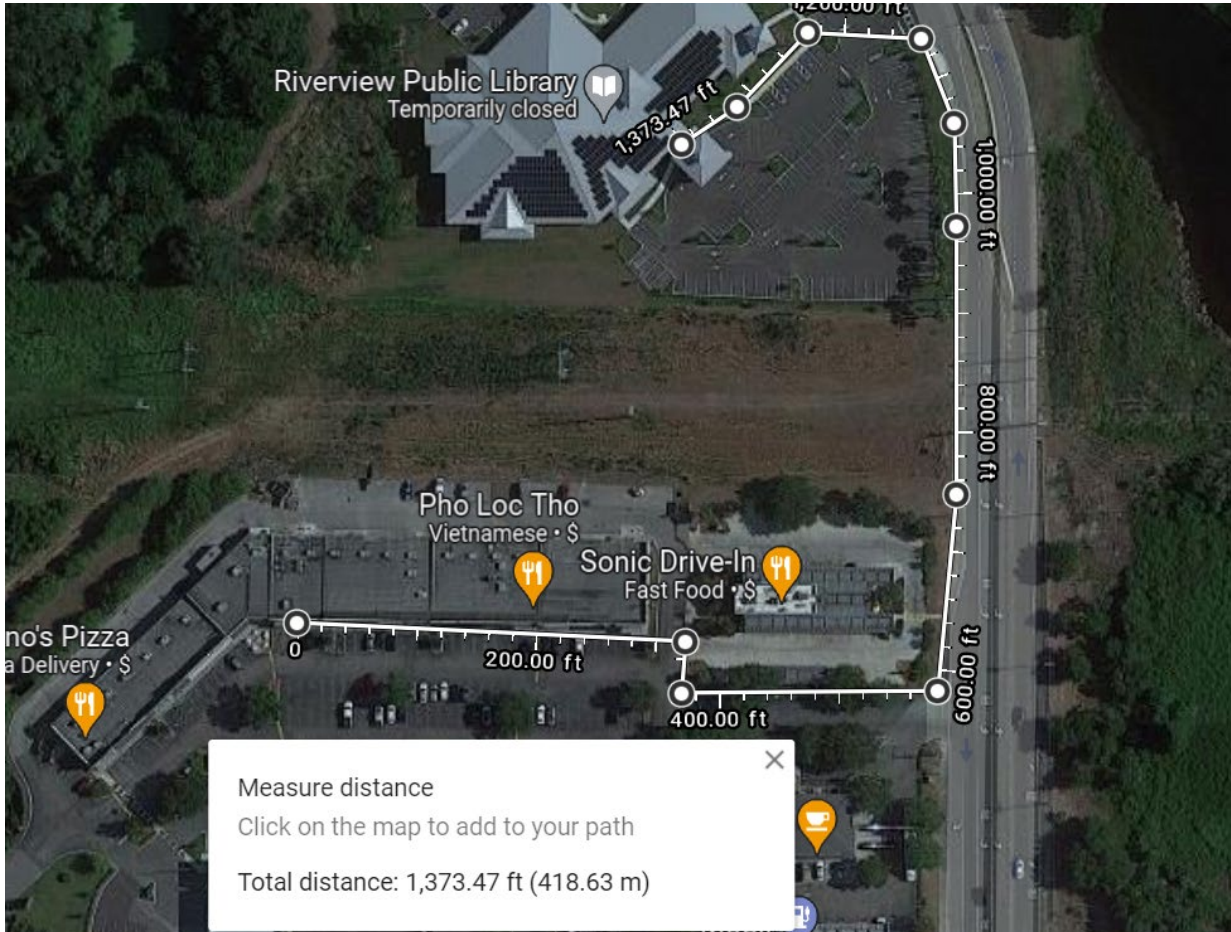
The applicant requests a 294-foot reduction to the required separation distance from the Riverview Public Library to allow a separation of 206 feet. A summary of the applicant's waiver justification is as follows:

- The shopping center is to the south of the library and faces away from the library.
- There is undeveloped area/road (TECO powerline corridor) between the "permitted" structure/shopping center and the library.
- People would have to walk through the shopping center and go to Balm Riverview Road in order to get to the library.
- The actual walking distance between the permitted structure and the library is much greater than 500 feet.

Staff Findings:

LDC Section 6.11.11.E.3. provides for the approval of separation waivers where there are “special or unique circumstances where the alcoholic beverage use applied for does not have significant impacts on surrounding land uses and certain circumstances negate the necessity for the specified distance requirements.”

- The proposed restaurant is located in a commercial strip/shopping center which is a permitted use within the existing PD zoning district. Commercial strip centers commonly include establishments that serve alcohol. This particular commercial strip center has several existing wet zonings. Additionally, the surrounding area is a mixture of residential and non-residential uses.

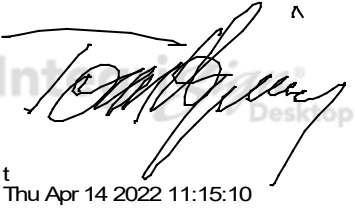


- The restaurant and shopping center are oriented to the south, away from the library location. Additionally, the proposed wet zoning will be separated from the library to the northwest by TECO-owned property, which has electric power transmission lines existing on the property. The normal route (walking) of travel from the proposed wet zone footprint to the driveway entrance to the library property, in which a distance separation waiver has been requested, is over 1,000 feet, which greatly exceeds the required separation distance from certain community uses.
- Staff finds the proposed wet zoning consistent with the mixed-use character of the area in proximity to commercial uses. The existing shopping center is an established commercial site with other similar businesses serving alcohol. Additionally, there is no straight pedestrian or vehicular connection between the proposed wet zone unit and the community use to the north, separated by a large TECO powerline

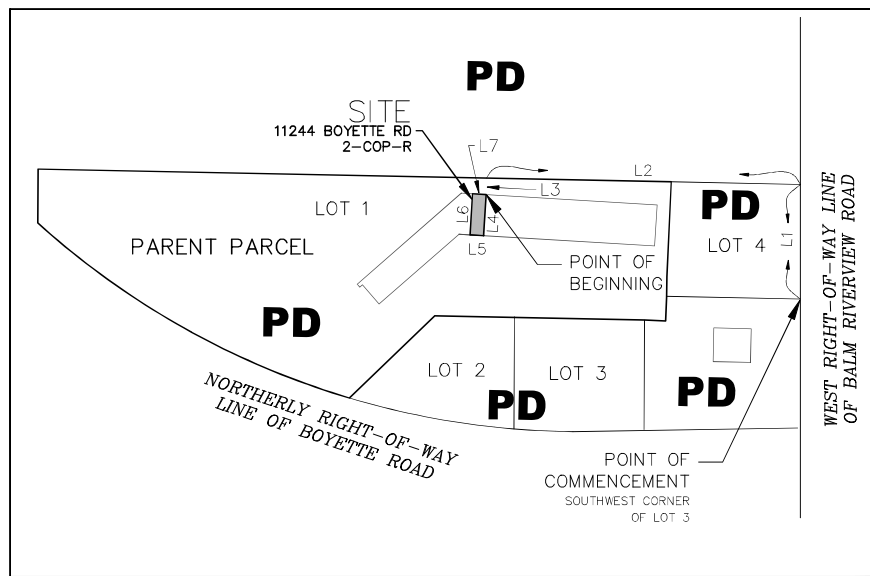
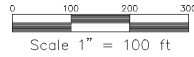
property. For these reasons, staff finds the proposed wet zoning does not pose significant new impacts on surrounding land uses.

Recommendation:

For the reasons discussed above, staff finds the request APPROVABLE. This recommendation is based upon the revised wet zone survey showing a wet zoned area of 1,625 square feet of indoor area, received April 13, 2022.

Staff's Recommendation:	Approvable
Zoning Administrator Sign-off:	

SPECIFIC PURPOSE SURVEY
 'ALCOHOLIC BEVERAGE SPECIAL USE PERMIT'
 THIS IS NOT A BOUNDARY SURVEY
 2-COP-R



CUT-OUT PARCEL LEGAL DESCRIPTION:

A PART OF LOT 1, BOYETTE RETAIL CENTER PLATTED SUBDIVISION - NO IMPROVEMENTS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 238, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 4, OF SAID BOYETTE RETAIL CENTER PLATTED SUBDIVISION - NO IMPROVEMENTS, THENCE ALONG THE EAST LINE OF SAID LOT 4, RUN N.02°39'44"E., A DISTANCE OF 195.26 FEET TO THE NORTH-EAST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH LINES OF LOTS 4 AND 1, RUN N.88°51'19"W., A DISTANCE OF 530.64 FEET TO A POINT; THENCE RUN S.01°08'41"W., A DISTANCE OF 28.13 FEET TO THE POINT OF BEGINNING; THENCE RUN S.03°06'42"W., A DISTANCE OF 69.99 FEET; THENCE RUN N.86°24'18"W., A DISTANCE OF 23.13 FEET; THENCE RUN N.03°26'42"E., A DISTANCE OF 69.99 FEET; THENCE RUN S.86°24'18"E., A DISTANCE OF 23.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,625 SQUARE FEET OR 0.037 ACRES, MORE OR LESS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°39'44"E	195.26'
L2	N86°51'19"W	530.64'
L3	S01°08'41"W	28.13'
L4	S03°26'42"W	69.99'
L5	N86°24'18"W	23.13'
L6	N03°26'42"E	69.99'
L7	S86°24'18"E	23.13'

CUT-OUT PARCEL
1,625 SQ. FT.
OR 0.037 ACRES, MORE OR LESS

CERTIFIED TO:

MOCA ASIAN CUISINE INC.

SEE OVERALL DETAIL ON SHEET 1 OF 2

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THIS IS TO CERTIFY THAT A VISUAL INSPECTION HAS BEEN MADE OF ALL PROPERTY FOR THE FOLLOWING EXISTING COMMUNITY USES: CHURCHES, SYNAGOGUES, SCHOOLS, CHILD CARE CENTERS, PUBLIC LIBRARIES, COMMUNITY RECREATIONAL FACILITIES, AND PARKS WITHIN A 300-FOOT STRAIGHT-LINE DISTANCE FROM THE PROPOSED SITE. AN INSPECTION OF THE PROPOSED SPECIAL USE PERMITTED SITE FROM RESIDENTIALLY ZONED PROPERTY HAS BEEN MADE AND IS INDICATED IN A STRAIGHT-LINE DISTANCE AS REQUIRED FOR THE SPECIFIC ALCOHOLIC BEVERAGE PERMIT CLASSIFICATION. IN THE CASE WHERE AN ALCOHOLIC BEVERAGE PERMIT CLASSIFICATION REQUIRES THAT CERTAIN TYPES OF EXISTING ALCOHOLIC BEVERAGE USES WITHIN A 1000-FOOT STRAIGHT-LINE DISTANCE FROM THE PROPOSED SITE BE INDICATED AS DEFINED IN THE LAND DEVELOPMENT CODE, AN INSPECTION HAS BEEN MADE AND THE FINDINGS INDICATED ON THE SURVEY.

<p>TYPE OF SURVEY SPECIFIC PURPOSE</p>		<p>LEGEND</p> <p> L1 TO L7: CUT-OUT PARCEL PD: PLANNED DEVELOPMENT POINT OF BEGINNING POINT OF COMMENCEMENT RIGHT-OF-WAY LINE EASEMENT ETC. </p>		<p>AMERICAN SURVEYING INC. L.B. #77168 4847 NORTH FLORIDA AVENUE TAMPA, FLORIDA 33603 PH. (813)284-0103 FAX (813)284-0108</p>																																				
<p>BEARING BASIS: BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF BALM RIVERVIEW ROAD, WHICH BEARS S 03°06'42" W, 44' 1/8 FEET PLAT DESCRIPTION.</p>		<p>ADDRESS: 11244 BOYETTE ROAD RIVERVIEW, FLORIDA</p>		<p>PROJECT NO. 1100020-W2 FIELD DATE: 02/24/2022 SUBPLOT NO. 02/01/2022</p> <table border="1"> <thead> <tr> <th>PROJECT NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>APPV.</th> </tr> </thead> <tbody> <tr> <td>1100020-W2</td> <td>CLIENT'S COMMENTS</td> <td>11/27/21</td> <td>LCN</td> <td>AWG</td> </tr> <tr> <td>1100020-W2</td> <td>CLIENT'S COMMENTS</td> <td>11/27/21</td> <td>LCN</td> <td>AWG</td> </tr> <tr> <td>1100020-W2</td> <td>CLIENT'S COMMENTS</td> <td>05/27/22</td> <td>LCN</td> <td>AWG</td> </tr> <tr> <td>1100020-W2</td> <td>CLIENT'S COMMENTS</td> <td>05/28/22</td> <td>JAC</td> <td>AWG</td> </tr> <tr> <td>1100020-W2</td> <td>CLIENT'S COMMENTS</td> <td>02/23/22</td> <td>LCN</td> <td>AWG</td> </tr> <tr> <td>1100020-W2</td> <td>CLIENT'S COMMENTS</td> <td>02/23/22</td> <td>LCN</td> <td>AWG</td> </tr> </tbody> </table>		PROJECT NO.	DESCRIPTION	DATE	BY	APPV.	1100020-W2	CLIENT'S COMMENTS	11/27/21	LCN	AWG	1100020-W2	CLIENT'S COMMENTS	11/27/21	LCN	AWG	1100020-W2	CLIENT'S COMMENTS	05/27/22	LCN	AWG	1100020-W2	CLIENT'S COMMENTS	05/28/22	JAC	AWG	1100020-W2	CLIENT'S COMMENTS	02/23/22	LCN	AWG	1100020-W2	CLIENT'S COMMENTS	02/23/22	LCN	AWG
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**Hillsborough
County Florida**

Development Services

601 E. Kennedy Blvd., 19th Floor | (813) 272 5600

Additional / Revised Information Sheet

Date Stamp Here

Application Number: SU-AB 22-0027 Applicant's Name: MOCA ASIAN CUISINE INC

Reviewing Planner's Name: Kevie Defranc Date: 12/13/2021

Application Type:

- Planned Development (PD) Minor Modification/Personal Appearance (PRS) Standard Rezoning (RZ)
- Variance (VAR) Development of Regional Impact (DRI) Major Modification (MM)
- Special Use (SU) Conditional Use (CU) Other _____

Current Hearing Date (if applicable): 01/24/2022

The following must be attached to this Sheet.

Cover Letter with summary of the changes and/or additional information provided. If a revised Site Plan is being submitted, all changes on the site plan must be listed in detail in the Cover Letter.

An updated Project Narrative consistent with the changes or additional information provided, if applicable.

Submittal Via:

Email (Preferred). Note that no follow up paper file is necessary. Pdf format only. Maximum attachment(s) size is 15 MB.

Email this sheet along all the additional/revised submittal items in pdf to: ZoningIntake-DSD@hcf.gov

Mail or delivery. Number of Plans Submitted: Large _____ Small _____

For PD, MM, PRS and SU: 7 large copies 24"X36", one small 8.5X11".
For RZ-Standard: If plot plan is larger than 8.5"X11", 7 large copies should be submitted.
For Minor Change: 6 large copies.
For Variances or Conditional Use permits: one 8.5"X11" or larger)

Mail to:
Development Services Department
Community Development Division
P.O. Box 1110
Tampa, FL 33601-1110

Hand Deliver to:
County Center
Development Services Department
19th Floor
601 E. Kennedy Blvd., Tampa

I certify that changes described above are the only changes that have been made to the submission. Any further changes will require an additional submission and certification.

Signature

12/13/2021
Date

FOR OFFICE USE ONLY

- Notification E-Mail Sent
- Scanned into OPTIX
- Transmittal Completed

In-Take Completed by: _____

DATE 12/01/2021

Re: SU-AB 22-0027

To Whom It May Concern:

This is Ying Qin Lin, the owner of MOCA ASIAN CUISINE INC. Attached are the revised wet zone survey, revised distance waiver request and revised written statement that you requested for the Special Use, please review them.

If you have any questions, please email me at jinchencpapa@gmail.com, thank you.

Sincerely,

Ying Qin Lin 

JOB# 11000620 WETZONE

REVISED STATEMENT

12-01-2021

THE MINIMUM DISTANCE BETWEEN THE AREA TO BE WET-ZONED AND ADJOINING RESIDENTIALLY ZONED PROPERTIES TO PROPERTY LINE ARE LISTED IN SEPARATE DOCUMENT, HOWEVER, THE LEAST MINIMUM DISTANCE IS 234 FEET.

THE TYPE AND NUMBER OF COMMUNITY USES WITHIN 500 FEET:

- 1. RIVERVIEW LIBRARY
10003 BALM RIVERVIEW RD
RIVERVIEW, FL 33569
A DISTANCE OF 234 FEET.**

THE TYPE AND NUMBER OF EXISTING WET-ZONINGS WITHIN 1000 FEET OF THE PROPOSED WET-ZONING:

- 1. 11292 BOYETTE RD, MOBILE GAS STATION – CONVENIENCE STORE , AT A DISTANCE OF 423 FEET.**
- 2. 11238 BOYETTE RD, LEAVEN BREWING, AT A DISTANCE OF 0'.**

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STANDARD BUSINESS LEASE

THIS STANDARD BUSINESS LEASE ("Lease") dated October 23, 2019, by and between "Landlord", and "Tenant", each having the following notice addresses on the date of this Lease:

ARTICLE 1 DEFINITION OF TERMS: In addition to the terms which are defined elsewhere in this Lease, the terms provide herein shall be defined for the purposes of this Lease as follows:

- a. LANDLORD: Shoppes of Boyette, a Florida limited liability company
- b. LANDLORD'S ADDRESS: c/o ICORR Properties International, LLC
2 N. Tamiami Trail, Suite 100, Sarasota, FL 34236
TEL: 941.954.2300
- c. TENANT: MOCA Asian Cuisine Inc., a Florida corporation
- d. TENANT'S ADDRESS: _____
TEL: _____ E-mail: _____
(If left blank, at Premises)
- e. TENANT'S TRADE NAME: Moca Asian Cuisine
- f. COMMENCEMENT DATE: November 1, 2019
- g. PREMISES: 11244 Boyette Rd, Riverview, FL 33569
Approximately 1,750 leasable square feet
- h. TERM: Seven (7) years and six (6) months, beginning on November 1, 2019, and ending on April 30, 2027 ("Expiration Date").
- i. RENT: The Monthly Base Rent, Additional Rent, and any other amounts owed by Tenant to Landlord under this Lease or otherwise.
- j. RENT COMMENCEMENT: May 1, 2020
- k. MONTHLY BASE RENT: Amount to be paid by Tenant as set forth below:

<u>PERIOD</u>	<u>MONTHLY</u>
11/1/19 – 4/30/20	\$0.00
5/1/20 – 4/30/21	\$2,479.17
5/1/21 – 4/30/22	\$2,553.54
5/1/22 – 4/30/23	\$2,630.15
5/1/23 – 4/30/24	\$2,709.05
5/1/24 – 4/30/25	\$2,790.32
5/1/25 – 4/30/26	\$2,874.03
5/1/26 – 4/30/27	\$2,960.25

Above amounts do not include sales taxes or Operating Expenses.

- l. OPERATING EXPENSES: Shall have the meaning as defined in Article 5. Initial Estimated Operating Expenses shall be \$876.46 per month plus sales tax.
- m. ADDITIONAL RENT: Any amounts, including without limitation Operating Expenses, that this Lease requires Tenant to pay in addition to Monthly Base Rent.

- n. GUARANTOR: Ying Qin Lin, personally and individually
- o. SHOPPING CENTER: Shoppes of Boyette, 11224 – 11270 Boyette Rd, Riverview, FL 33569
Approximately 33,950 leasable square feet
- p. SECURITY DEPOSIT: \$4,150.00
- q. USE PERMITTED: Subject to Exhibit H, an Asian-style restaurant serving sushi, hibachi and poke bowls (no Vietnamese food).
- r. BROKER: Representing Landlord: ICORR Properties International, LLC
Representing Tenant: Charles Rutenberg Realty
- s. TENANT'S SHARE: 5.15%
- t. RENEWAL OPTION: One (1) period of five (5) consecutive years if properly exercised by the terms of this Lease.
- u. DELIVERY OF PREMISES: "As is" upon the Commencement Date. Notwithstanding the foregoing, Landlord, at Landlord's sole cost and expense, shall remove the oven that is currently in the Premises.
- v. TENANT IMPROVEMENT ALLOWANCE: \$12,500.00

EXHIBITS: These exhibits are attached to this Lease and are made parts of this Lease:

- Exhibit A: Site Plan & Legal Description
- Exhibit B: The Premises
- Exhibit C: Work Letter – n/a
- Exhibit D: Rules and Regulations
- Exhibit E: Sign Criteria
- Exhibit F: Guaranty
- Exhibit G: Lease Commencement Date Certificate – n/a
- Exhibit H: Exclusive Use and Restrictions in Shopping Center
- Exhibit I: Addendum to Standard Business Lease

ARTICLE 2 GRANT OF LEASE:

Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant does hereby hire, and rent from Landlord, the Premises described in Article 1(g), and all Landlord's easements and privileges appertaining to or used in connection with said Premises, including unassigned parking subject to Landlord's restrictions on employee parking. It will be deemed that Landlord delivered to Tenant possession of the Premises "AS IS", without any express or implied warranties, in its present condition on the Commencement Date. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease.

Notwithstanding the foregoing, Landlord, at Landlord's sole cost and expense, shall remove the oven that is currently in the Premises.

ARTICLE 3 TERM:

The initial term of this Lease shall be in accordance with Article 1(h). Provided this Lease is then in full force and effect and provided no event of default is in existence at the time of Tenant's exercise of the renewal option as hereinafter provided or at the time such renewal of this Lease takes effect nor has any act or omission occurred which would constitute an event of default with the giving of notice and/or passage of time, Tenant has not assigned this Lease or sublet the Premises (regardless of whether any such assignment or sublease was made with or without Landlord's consent), and further provided that Tenant has not theretofore been in monetary or material non-monetary default of any provision of this Lease, Landlord hereby grants to Tenant an option to renew this Lease as to all of the Premises for one (1) additional term of five (5) years, commencing on the Expiration Date. Unless Landlord and Tenant agree to a different rate, the Base Rent rate for the renewal period will be the then current market rate being negotiated for leases in the Shopping Center for renewal tenants of comparable size and financial status, for comparable length of term. Not later than eight (8) months before the Expiration Date, Landlord and Tenant shall commence and diligently continue to negotiate in good faith to reach agreement as to the market rental rates (or other mutually agreed upon rental rates) for the renewal period. If on or before the date which is seven (7) months before the date on which the Expiration Date, Landlord and Tenant have not agreed upon the market rental rates (or other mutually agreed upon rental rates) for the renewal period, then Tenant's option to extend the Term shall terminate and be of no further force or effect. Tenant may exercise the aforesaid option to renew this Lease only by notifying Landlord in writing of Tenant's exercise of said option to renew not less than nine (9) months prior to the Expiration Date. If Tenant does not exercise said option to renew as provided above at least nine (9) months prior to the Expiration Date, then Tenant's option to extend the Term shall terminate and be of no further force and effect. Landlord and Tenant shall promptly execute and deliver appropriate documentation to evidence renewal and the terms and conditions of the renewal lease, pursuant to this Lease. The continued occupancy or holdover by Tenant shall not create a new lease or extend the term hereof. Any such holdover shall be deemed to be a tenancy at sufferance and Tenant's monthly Rent shall be double the monthly Rent payable for the last full month immediately preceding the holdover.

ARTICLE 4 MONTHLY BASE RENT & SECURITY DEPOSIT:

Tenant agrees to pay to Landlord as rent hereunder the sums as detailed in Article 1(k) ("Monthly Base Rent"), payable in advance on the first day of each month. A monthly sales tax will also be added to the Monthly Base Rent. The Rent as defined in Article 1(i) will be considered delinquent after the tenth (10th) day of each month and there will be an automatic late fee of 10% of the Rent added to the current month's Rent.

Tenant has deposited the Security Deposit with Landlord as security for the full, faithful, and timely performance of every provision of this Lease to be performed by Tenant. If an Event of Default occurs, including but not limited to the provisions relating to the payment of Rent, Landlord may use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of an Event of Default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of an Event of Default. If any portion of the Security Deposit is so used, applied, or retained, Tenant will within five (5) days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord will not be required to keep the Security Deposit separate from its general funds and Tenant will not be entitled to interest on the Security Deposit. The Security Deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. If Tenant fully, faithfully, and in a timely manner performs



every provision of this Lease to be performed by it, the Security Deposit or any balance of the Security Deposit will be returned to Tenant within thirty (30) days after the expiration of the Term, subject to the retention by Landlord of a reasonable sum as security for the year-end Operating Expense reconciliation. Landlord may deliver the funds deposited under this Lease by Tenant to the purchaser of the Shopping Center in the event the Shopping Center is sold, and after such time Landlord will have no further liability to Tenant with respect to the Security Deposit. As additional security Landlord has lien(s) on all inventory and Tenant assets. Landlord may file UCC - 1's to perfect this security interest.

ARTICLE 5 OPERATING EXPENSES:

In addition to Monthly Rent, Tenant will pay Tenant's Share of the amount of the Operating Expenses (defined below) plus sales taxes paid, payable, or incurred by Landlord in each fiscal year or partial fiscal year during the Term. If Operating Expenses are calculated for a partial fiscal year, the Operating Expenses will be appropriately prorated.

The term "Operating Expenses" means, without limiting the generality of the following, the aggregate of:

- (1) the total annual charges of Landlord for the operation, management, maintenance, repair, and administration of the Shopping Center, including but not limited to repairs, replacements, additions, alterations and improvements, fixtures and equipment, utilities, the cost of changing the suppliers of utilities, fuel, access control, supervision, fire protection, irrigation, lighting, heating, air conditioning, ventilating, plumbing and sewer, storm drainage, servicing, re-paving, resurfacing, sealing, striping, landscaping, common signage, removing of garbage, debris and other waste, as well as accounting, audit, management and legal fees and all other additional charges, all as the foregoing relate or are allocated to the Shopping Center, together, when applicable, with amortization with interest thereon; and
 - (2) the total annual charges of Landlord for insuring buildings, improvements, and equipment at the Shopping Center, and the Common Areas, and/or such other forms of insurance (including self-insurance) which Landlord or the mortgagee determines to purchase from time to time for insurable risks; and
 - (3) the cost (amortized over such period as Landlord will reasonably determine) together with interest at the greater of the Prime Rate as announced in the Wall Street Journal plus 2% or Landlord's borrowing rate for such capital improvements plus 2% on the unamortized balance of any capital improvements that are made to the Shopping Center or any portion thereof, including but not limited to the Premises, by Landlord (i) for the purpose of reducing Operating Expenses, or (ii) after the Lease Date and by requirement of any governmental law or regulation (including without limitation the Americans with Disabilities Act of 1990 and applicable related Florida law and the provisions of said laws applicable to the Shopping Center or any part of it as a result of the use, occupancy, or alteration by Landlord or any tenant or other occupant of the Shopping Center) that was not applicable to the Shopping Center at the time it was constructed, including but not limited to fire repression systems and other life/fire/safety systems (whether or not such law or regulation is applicable to the Shopping Center as a result of Landlord's or any tenant's use, occupancy, or alteration of any portion of the Shopping Center, or improvements made by or for any tenants in the Premises); and
 - (4) the total annual charges of Landlord for real estate taxes, deemed to be the total of all of the taxes (including but not limited to ad valorem, non-ad valorem and personal property taxes), governmental charges, general assessments, special assessments, and all water and sewer, storm water, street lighting and other assessments, whether denominated as ad valorem, non-ad valorem or otherwise, levied, assessed, or imposed at any time by any governmental authority with respect to any period during the Term which (i) are related to the ownership, operation, use, or maintenance of the Shopping Center or any portion of the Shopping Center, any personal property owned by Landlord with respect to the Shopping Center, or any alterations or improvements to the Shopping Center, or (ii) may become a lien on the Shopping Center, any personal property owned by Landlord with respect to the Shopping Center, or any improvements to the Shopping Center or any portion of the Shopping Center. The definition of real estate taxes shall also include all costs and expenses incurred by Landlord in connection with any action by Landlord to contest the amount of the assessment of the Shopping Center made with respect to real estate taxes, including attorneys' and appraisers' fees.
- Landlord shall not charge Tenant for the following costs: repairs to the deck joists, load bearing walls, foundations; improvements made or any costs related to the premises of another tenant except as expressly permitted in this Lease; income taxes personal to Landlord; real estate agents' commissions; expansion of the Shopping Center. To the extent such costs could be interpreted as falling within the definition of Article 5.1(b), such costs are hereby excluded.

Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses to various types of space within the Shopping Center to reflect any disparate levels of services provided to different types of space. If the Shopping Center is not fully occupied during any period, Landlord may make a reasonable adjustment based on occupancy in computing the Operating Expenses for such period so that Operating Expenses are computed as though the Shopping Center had been fully occupied.

Tenant acknowledges that Landlord has not made any representation or given Tenant any assurances that Estimated

Operating Expenses will equal or approximate the actual Operating Expenses per square foot of area of the Premises for any fiscal year during the Term.

Estimated Operating Expense Payments: During each fiscal year or partial fiscal year in the Term, in addition to Monthly Base Rent, Tenant will pay to Landlord on the first day of each month an amount equal to one-twelfth (1/12) of the product of Tenant's Share multiplied by the "Estimated Operating Expenses" (defined below) for such fiscal year. "Estimated Operating Expenses" for any fiscal year means Landlord's reasonable estimate of Operating Expenses for such fiscal year and will be subject to revision according to this Article 5. During any partial fiscal year during the Term, Estimated Operating Expenses will be estimated on a full-year basis. During the last month of each fiscal year during the Term, or as soon thereafter as practicable, Landlord will give Tenant written notice of Estimated Operating Expenses for the ensuing fiscal year. On or before the first day of each month during the ensuing fiscal year (or each month of the Term, if a partial fiscal year), Tenant will pay to Landlord one-twelfth (1/12th) of the product of Tenant's Share multiplied by the Estimated Operating Expenses for such fiscal year; however, if such written notice of Estimated Operating Expenses for the ensuing fiscal year is delayed and is not given in the last month of the fiscal year, Tenant will continue to make monthly payments on the basis of the prior year's Estimated Operating Expenses until the month after such written notice is given, at which time Tenant will commence making monthly payments based upon the revised Estimated Operating Expenses. In the month Tenant first makes a payment based upon the revised Estimated Operating Expenses, Tenant will pay to Landlord for each month which has elapsed since December the difference between the amount payable based upon the revised Estimated Operating Expenses and the amount payable based upon the prior year's Estimated Operating Expenses. If at any time or times it reasonably appears to Landlord that the actual Operating Expenses for any fiscal year will vary from the Estimated Operating Expenses for such fiscal year, Landlord may, by written notice to Tenant, revise the Estimated Operating Expenses for such fiscal year, and subsequent Estimated Operating Expense Payments by Tenant in such fiscal year will be based upon such revised Estimated Operating Expenses.

Annual Settlement: Within 120 days after the end of each fiscal year, Landlord will deliver to Tenant a statement of amounts payable under this Article for such fiscal year prepared by Landlord. Such certified statement will be final and binding upon Landlord and Tenant unless Tenant objects to it in writing to Landlord within thirty (30) days after it is given to Tenant. If such statement shows an aggregate amount owing by Tenant that is less than the estimated payments previously made by Tenant for such fiscal year, the excess will be held by Landlord and credited against the next payment of Rent; provided, however, if the Tenant's tenancy has ended and there was no Event of Default pending at the end of the tenancy, Landlord will refund the excess to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for such fiscal year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of such statement. Landlord's failure to provide such statement within the 120 days shall in no way excuse Tenant from its obligation to pay Operating Expenses or constitute a waiver of Landlord's right to bill and collect such amounts as are due from Tenant in accordance with this Lease. If Tenant timely objects as permitted by this Article and Landlord and Tenant disagree on the accuracy of Operating Expenses as set forth in the statement and if the amount of Operating Expenses as contained in the statement are in excess of one-hundred five (105%) percent of the amount of the Operating Expenses for the immediately preceding fiscal year, Tenant deposits with Landlord's reasonable estimate of the total fees of the expert(s) (referred to below), and provided further that Tenant strictly complies with the provisions of this Article 5, Tenant shall nevertheless make payment in accordance with any notice given by Landlord, but the disagreement shall immediately be referred by Landlord for prompt decision by a certified public accountant, architect, insurance broker or other professional consultant who shall be deemed to be acting as expert(s) and not arbitrator(s), and a determination signed by the selected expert(s) shall be final and binding on both Landlord and Tenant. Any adjustment required to any previous payment made by Tenant or Landlord by reason of any such decision shall be made within fourteen (14) days thereof, and the party required to make payment under such adjustment shall bear all costs of the expert(s) making such decision except where that payment represents 5% or less of the Operating Expenses that were the subject of the disagreement in which case Tenant shall bear all such costs. If the Operating Expense statement is approved by an independent public accountant, Tenant shall not have the right to dispute such statement.

Final Proration: If, for any reason other than an Event of Default, this Lease ends on a day other than the last day of a fiscal year, the amount of increase (if any) in the Operating Expenses payable by Tenant applicable to the fiscal year in which this Lease ends will be calculated on the basis of the number of days of the Term falling within such fiscal year, and Tenant's obligation to pay any increase or Landlord's obligation to refund any overage will survive the expiration or other termination of this Lease.

Other Taxes: Tenant, if not permitted to pay the tax directly to the taxing authority, will pay Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of Landlord and Tenant:

- (a) upon, measured by or reasonably attributable to the cost or value of Tenant's merchandise, equipment, furniture, fixtures and other personal property located in the Premises or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is in Tenant or Landlord;
- (b) upon or measured by Rent, including without limitation any gross income tax or excise tax levied by the federal government or any other governmental body with respect to the receipt of Rent;
- (c) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises or any portion of the Premises;
- (d) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

If it is not lawful for Tenant to reimburse Landlord, the Rent payable to Landlord under this Lease will be revised to yield to Landlord the same net rental after the imposition of any such tax upon Landlord as would have been payable to Landlord prior to the imposition of any such tax.

ARTICLE 6 REPAIR BY LANDLORD AND TENANT; COMMON AREAS

Landlord's Repair and Maintenance: Landlord will maintain, repair, restore, repaint, and replace the Common Areas of the Shopping Center, including without limitation landscaping, asphalt, roof membrane, maintain the corridors and restrooms, utility rooms, fire riser/FACP rooms, the windows in the Common Areas, and the mechanical, plumbing, and electrical equipment serving the Common Areas in reasonably good order and condition, except for (a) any damage occasioned by the negligent or willful acts or omissions of Tenant, Tenant's agents, employees, or invitees; (b) any damage occasioned by the failure of Tenant to perform or comply with any terms, conditions, or covenants in this Lease; (c) ordinary wear and tear; and (d) any structural alterations or improvements required by Tenant's use and occupancy of the Premises, which damage will be repaired by Landlord at Tenant's expense. Landlord will maintain, repair, restore and replace the existing HVAC rooftop unit(s) serving the Premises; the cost of any replacement shall be amortized over its estimated economic useful life or payback period, whichever is shorter. As a condition precedent to all obligations of Landlord to maintain, repair, restore, repaint and replace under this Article 6, Tenant must notify Landlord in writing of the need for such maintenance, repairs, restoration, repainting and replacement. Tenant will reimburse Landlord for Tenant's Share of the costs Landlord incurs in performing its obligations as set forth in this Article with respect to the Shopping Center. Except when the charge is to be included by Landlord in Operating Expenses, reimbursement by Tenant to Landlord of such costs will be made within thirty (30) days of receipt of a statement for such charges. If Landlord fails to commence the making of repairs within thirty (30) days after such notice, and such failure to repair has materially interfered with Tenant's use of the Premises, Tenant's sole right and remedy for such failure on the part of Landlord will be an abatement or partial abatement of Rent, as appropriate, until the said repair has been completed to the point that Tenant can resume use of the Premises.

Landlord's Other Services: Landlord will keep the Common Areas (a) in a clean and orderly condition and free of debris, and (b) properly lighted and landscaped. Landlord will not be in default under this Lease or be liable for any damages directly or indirectly resulting from, nor will the Rent be abated by reason of, (i) the installation, use, or interruption of use of any equipment in connection with the furnishing of any of such services; (ii) failure to furnish or delay in furnishing any such services, when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Shopping Center; or (iii) the limitation, curtailment, rationing, or restrictions on use of water, electricity, gas, or any other form of energy serving the Premises or the Shopping Center.

At Landlord's sole option, Landlord shall have the right to take over responsibility and pay for the costs of maintenance, repair and replacement of a part or all of the HVAC system serving the Premises, which costs shall be included in Operating Expenses.

Tenant's Repair and Maintenance: Tenant will at all times during the Term of this Lease keep and maintain at its own cost and expense, in good order, condition and repair, the Premises (including, without limitation, all improvements, fixtures, and equipment on the Premises), and will make all repairs and replacements, interior and exterior serving the Premises, above or below ground serving the Premises, and ordinary or extraordinary. Tenant will engage and pay for a bi-monthly (or more frequent, if necessary) licensed pest exterminator to treat the Premises. Tenant's obligation to keep and maintain the Premises as set forth above (which shall include without limitation, all necessary repairs, replacements, capital expenditures and compliance with all laws adopted after the Commencement Date), shall include but not be limited to floors (including floor coverings), doors, door hardware, locks, and closing devices, fire extinguishers, window casements and frames, glass and plate glass, grilles, grease traps serving the Premises (if any), sewage facilities serving the Premises, all electrical facilities and equipment serving the Premises, all plumbing systems and equipment serving the Premises, all mechanical systems and equipment serving the Premises (including HVAC thermostats and duct work but excluding the EXISTING HVAC rooftop unit(s) which shall be maintained,

repaired and replaced by Landlord and charged as an Operating Expense), and all other appurtenances, appliances and equipment of every kind and nature upon, within, attached to, or otherwise serving the Premises. In addition, Tenant will at its sole cost and expense install or construct any improvements, equipment, or fixtures required by any governmental authority or agency as a consequence of Tenant's use and occupancy of the Premises. Tenant will replace any damaged plate glass within forty-eight (48) hours of the occurrence of such damage. Landlord will assign to Tenant, and Tenant will have the benefit of, any guarantee or warranty to which Landlord is entitled under any purchase, construction, or installation contract relating to a component of the Premises that Tenant is obligated to repair and maintain. Tenant will have the right to call upon the contractor to make such adjustments, replacements, or repairs as are required to be made by the contractor under such contract. To the extent allowed by law, Tenant waives the right to make repairs at Landlord's expense under the provisions of any laws permitting repairs by a Tenant at the expense of a Landlord.

ARTICLE 7 ALTERATIONS BY TENANT:

The Landlord agrees that Tenant may make, at its own expense, any minor nonstructural alterations, repairs, replacements or additions to the Tenant's portion of the Shopping Center on the Premises, provided:

(a) Any such alterations, repairs, replacements or additions shall not lessen the value of the Shopping Center as it shall be at the commencement of this Lease; and,

(b) The Tenant shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules and regulation and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and

(c) That said Premises shall at all times be kept free and clear of all mechanic's, material men's labor or other liens or claims of liens, and Tenant agrees to indemnify and save harmless the Landlord from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and any liens filed will be paid or Tenant will vacate within thirty (30) days of filing; and,

(d) At all reasonable times during the progress of such construction work, Landlord or persons authorized by Landlord, shall have the right to go upon the Premises for the purpose of inspecting the construction work then in progress.

(e) Tenant shall at the expiration of the Term of the Lease, and at Tenant's expense, remove any partitions constructed by Tenant, upon request by Landlord.

(f) Any improvements in the Premises contemplated by Tenant shall not interfere with the business operations of the other tenants in the Shopping Center. Noisy work such as core drilling, hammering, drilling, breaking of concrete, etc. must be approved in advance by Landlord and shall be done between the hours of 6 pm and 8 am (i.e. no noisy work shall be done between the hours of 8 am and 6 pm).

(g) Tenant, at Tenant's sole cost and expense, shall order a separate trash container/dumpster to remove any and all construction and move-in/move-out debris. Such debris shall not be placed in the common area trash dumpsters serving the Shopping Center.

Tenant covenants and agrees with Landlord that Tenant shall not make any material additions or alterations or structural changes in or about the Premises which shall increase Landlord's insurance premium without first submitting plans and specifications thereof to Landlord and obtaining such written approval. Tenant may make such additions or alterations at Tenant's sole cost and expense and subject to the obligations of subparagraphs (b) - (e) inclusive, and providing that such additions or alterations do not damage the Shopping Center or endanger its support or stability. Such addition, alteration, or improvements (except trade fixtures), put in at the expense of Tenant, as aforesaid, shall be and become a part of the Premises at the expiration of this Lease and become therefore the property of Landlord. Any alterations to the Premises are subject to Landlord's written approval and, at Landlord's option, shall be removed by Tenant at Tenant's sole expense.

ARTICLE 8 RIGHT TO REMOVE PERSONAL PROPERTY:

Provided Tenant is not in default hereunder, Tenant may remove all personal property of every kind, bought, or installed by Tenant except that which has been affixed to the Premises and become a part thereof, except for property, equipment, fixtures or appliances installed to replace that of Landlord and except for partitions, provided the walls, floors and ceilings are left in a good and tenantable condition.

ARTICLE 9 USE OF PREMISES:

The Premises will be used for the purposes described in Article 1(q) and for no other purpose. Tenant will not do or permit to be done in or about the Premises, nor bring to, keep, or permit to be brought or kept in the Premises, anything that is prohibited by or will in any way conflict with any law, statute, ordinance, or governmental rule or regulation

that is now in force or that may be enacted or promulgated after the Lease Date; do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants of the Shopping Center, cause demonstrations, picketing, or injure or annoy them; use or allow the Premises to be used for any improper, immoral, unlawful, pornographic, sexually explicit, or objectionable purpose; cause, maintain, or permit any breach of the peace or nuisance in, on, or about the Premises. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not use the Premises in violation of the exclusive use and restriction clauses as set forth in the attached Exclusive Use and Restrictions in Shopping Center, Exhibit H. Tenant will not (a) use or permit the use of any portion of the Premises for the conduct in or on the Premises of what is commonly known in the retail trade as an outlet store or second-hand store, or army, navy, or government surplus store; (b) advertise any distress, fire, bankruptcy, liquidation, relocation or closing, or going out of business sale unless such advertisements are true and Landlord gives its prior written consent; (c) advertise any promotion that, in Landlord's opinion, could adversely affect the reputation of the Shopping Center or suggests that the business operations of Tenant are to be discontinued in the Premises; (d) warehouse and stock within the Premises any goods, wares, or merchandise other than those Tenant intends to offer for sale in the Premises; or (e) use or permit the use on the Premises of any pinball machines, video games, internet games or gambling, or other devices or equipment for amusement or recreation, or any vending machines, newspaper racks, pay telephones, or other coin-operated devices. Tenant agrees that Tenant shall not sell or permit to be kept, used or sold in or about the Premises, any articles that may be prohibited by standard form of fire insurance policies. Tenant further agrees that Tenant will not use the Premises, or permit the same to be used, for any unlawful, immoral, obnoxious or offensive business or practice, or store or use any hazardous substance.

ARTICLE 10 UTILITIES:

Tenant shall pay for all electric, water and sewer, and trash collection supplied to the Premises for the benefit of Tenant, provided the same are furnished by a governmental authorized franchise. If any such service is not separately metered, Tenant shall pay its pro-rata share on demand as calculated by Landlord. Water, sewer and trash are included in Operating Expenses.

If Tenant's business is food-service or related to food-service, Tenant must pay for and comply with all local and governmental rules and regulations related to the disposal of all grease and food by-products. Landlord requires Tenant to provide documented proof of grease pit pumping/cleaning on a 90-day schedule as well as maintain a 55 gallon, air-tight, sealed drum for the disposal of grease, and Tenant must have a maintenance contract for pumping and disposal of both grease pit and grease drum.

ARTICLE 11 SIGNS:

Tenant will purchase and install one (1) sign on the front of the Premises. Installation will be made only by a licensed sign company approved in advance by Landlord and will be completed on the earlier of the date on which Tenant opens for business or within one-hundred twenty (120) days after the date of commencement of this Lease. The sign will conform to all laws, codes and ordinances and Landlord's sign criteria attached to this Lease as Exhibit E. Tenant will maintain, repair, and replace the sign as required by Landlord during this Lease.

Landlord agrees that Tenant, at Tenant's sole cost and expense, shall be allowed to install its signage on any future pylon signs for the Shopping Center. Such signage shall be installed within sixty (60) days after the completion of the pylon sign installation and if not installed during such period, then Tenant's signage rights pursuant to this Article 11 are null and void. If Tenant is not open for business for more than ninety (90) consecutive days during the Term or is otherwise in default of this Lease, Tenant's right to any signage on the pylon sign shall become null and void.

ARTICLE 12 LICENSES, FEES AND TAXES:

Tenant shall obtain all licenses and permits and pay all state, county, and municipal occupational or other license fees and taxes which may be imposed upon the business or occupation that Tenant conducts on or from the Premises, and shall pay any tax imposed by the State of Florida on rentals.

ARTICLE 13 TENANT TO OBSERVE LAWS, RULES AND REGULATIONS:

Tenant agrees, insofar as applicable to Tenant's responsibility during the Term of this Lease, to promptly observe, comply with and execute at its own cost and expense all present and future laws, rules, requirements, orders, direction ordinances, and regulations, of any and all governmental authorities or agencies, bureaus, boards of officials, and of any Board of Fire Underwriters relating to the Premises and/or the use thereof by Tenant. Tenant, however, may contest, review or appeal from all governmental laws, rules, requirements, order, directions, ordinances or regulations, provided that Tenant shall, prior to contesting the same, notify Landlord in writing of its intentions to do so and post

such financial security as Landlord may request, and shall guarantee to Landlord that its title or other interest in the Premises shall not be divested nor shall there be any seizures, destructions, alteration or other interference with said Premises of any governmental or other authority, and provided that all such proceedings shall be promptly commenced by Tenant and diligently prosecuted by Tenant to a speedy and final conclusion.

ARTICLE 14 INSURANCE:

14.1 Tenant's Insurance; Indemnity. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, on an occurrence basis, the following insurance, in the amounts and on the forms specified below with insurance companies satisfactory to Landlord:

(a) Tenant, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Property, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Tenant's liability hereunder. The policy shall name Landlord, ICORR Properties International, LLC, and any other associated or affiliated entity as their interests may appear and at Landlord's request, any mortgagees and holders of superior leases, as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord and to provide that it shall not be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Property is located and rated at least A VII in the most current edition of Best's Insurance Reports. Tenant shall deliver to Landlord on or before the Lease Commencement Date or any earlier date on which Tenant accesses the Premises, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

(b) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Articles 6 and 24. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage to the property of (i) Tenant, or Tenant's Agents in or about the Premises or Property, and (ii) any other person whose property is used, leased or stored by Tenant in or about the Premises or Property, including in each case any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause.

(c) Tenant shall not be permitted to satisfy any of its insurance obligations set forth in this Lease through any self-insurance or self-insured retention in excess of \$25,000.

(d) Subject to subsection (b) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant will indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease. "Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees.

(e) If Tenant serves alcoholic beverages, Tenant shall also keep in effect liquor liability insurance with assault and battery coverage in a combined single limit of not less than \$1,000,000 per occurrence.

14.2 Adequacy of Coverage. Landlord, its agents and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Article 6 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain, at Tenant's sole expense, such additional insurance coverage as Tenant deems adequate.

ARTICLE 15 WATER DAMAGE:

Landlord shall not be liable to Tenant for any damage to Tenant's property arising due to rain, flood, wind, rising water, storm, and any other cause beyond control of Landlord.

ARTICLE 16 DESTRUCTION BY FIRE:

In the event of substantial damage or destruction to the Premises by fire or other cause, Landlord shall have the option to repair or restore the same, as the case may be, at Landlord's expense, or to terminate this Lease, returning unearned rental monies to Tenant thereupon, provided, however, that in the event Landlord exercises such option to repair or restore the Premises, the same shall be done within a period of two hundred and forty (240) days from the date of such damage or destruction. Landlord shall not be responsible in the event of delay in said repairing or restoring if the same is due to causes beyond Landlord's control. If Landlord exercises his option to repair or restore the Premises, the same shall be repaired or reconstructed in such manner that the Premises shall be in character and appearance equal to the Premises damaged or destroyed. It is further agreed that in the event of such damage or destruction, and the exercise of Landlord's option to repair the same, that this Lease shall continue in full force and effect, but if such damage or destruction shall be of such extent that Tenant cannot conduct business in a regular course in the Premises, then the Rent and other payments, if any, which Tenant is obligated to make hereunder, shall abate until the Premises have been fully and completely restored by Landlord and possession thereof delivered to Tenant. Any Rent paid in advance shall be proportionately rebated. If Tenant can continue to conduct business in the Premises but is deprived of the use of a part or parts thereof by reason of such damage or destruction, then the Rent and other payments, if any, which Tenant is obligated to make hereunder shall equitably abate in proportion to the rental value of the space which Tenant is unable to use until the Premises shall have been fully and completely restored by Landlord. In no event shall the Rent abate if the damage or destruction is caused by the willful act or negligence of Tenant, its agent, or servants. Landlord is prejudiced thereby in respect to collection of proceeds from any insurance policies covering the Premises.

ARTICLE 17 CONDEMNATION:

In the event that any portion of the Premises or all of the Premises is taken under condemnation proceedings, or by sale under threat of condemnation, Tenant shall have no right to any portion of the condemnation award. If the portion of the Premises taken is such that Tenant is not materially affected in the conduct of Tenant's business, then this Lease shall continue in full force and effect with no abatement of Rent to be paid hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the subject property is such as to materially affect the conduct of the Tenant's business this and in that event, Tenant shall have the right to an equitable abatement of Rent hereunder. If Landlord and Tenant cannot agree on an equitable Rent reduction, then the same shall be referred to a panel of three (3) arbitrators, one of which is appointed by each party and the third appointed by the first two arbitrators who shall meet within ten (10) days of appointment and then and there determine a fair reduced Rent, both parties covenanting and agreeing to be bound by the arbitration decision. In the event that the portion or amount of property taken by condemnation or by sale under threat of condemnation is such as to preclude Tenant from effectively conducting Tenant's business, then Tenant shall have the right to cancel and terminate this Lease which said right shall be exercised, if at all, by Tenant so notifying Landlord within fifteen (15) days after the taking or conveyance of the Premises.

ARTICLE 18 ENTRY UPON PREMISES:

Tenant agrees that Landlord may at any reasonable time or times, except the event of emergency, during the business hours of Tenant enter upon the Premises for the purpose of inspecting the same or to make necessary repairs. Tenant agrees to permit the Landlord and the Landlord's Agents, ninety (90) days prior to the expiration of the Term of this Lease, to place in one or more conspicuous places upon the exterior of the Premises signs advertising the Premises "For Sale" and "For Rent", provided that said signs shall not obstruct the windows or entrances to the Premises or otherwise interfere with the operation of Tenant's business. Tenant further agrees to allow Landlord to enter upon the Premises at all reasonable times for the purpose of installing or servicing electrical wiring, telephone cables, water, and sewer lines, or other similar transmission lines which cross the Premises for the purpose of rendering service to adjacent premises.

ARTICLE 19 ASSIGNMENTS AND SUB-LETTING:

Tenant shall not sublet the Premises or assign this Lease without the prior written consent of Landlord. Landlord shall require that financial reports of the proposed assignee be submitted to Landlord at the time the request for assignment is made, along with an assignment fee of Five Hundred and 00/100 U.S. Dollars (\$500.00). In addition, Tenant shall

be responsible for the payment of any attorney's fees incurred as a result of an assignment including, but not limited to, preparation of the assignment documents. No assignment or sub-lease nor acceptance of rent from any assignee or sub-tenant, nor any other dealings of Landlord with any assignee or sub-tenant shall in any manner release the Tenant from the payment of rent and the due performance of all the terms, covenants and conditions contained in this Lease. If Landlord consents to a proposed assignment or sublease, then Landlord will have the right to require Tenant to pay to Landlord a sum equal to (a) any rent or other consideration paid to Tenant by any proposed transferee that is in excess of the Rent allocable to the transferred space then being paid by Tenant to Landlord pursuant to this Lease; and (b) any other profit or gain realized by Tenant from any such sublease or assignment. All such sums will be payable to Landlord at the time the next payment of Monthly Base Rent is due.

ARTICLE 20 DEFAULT:

The occurrence of any of the following events shall constitute a default hereunder:

- (a) Tenant fails, within ten (10) days after written notice sent by certified mail by Landlord or authorized agent of Landlord, to make payment of any amount due;
- (b) Tenant breaches or otherwise fails to keep, observe, and perform any other term, condition or covenant of this Lease, and said breach of failure to any extent continues to exist after giving fifteen (15) days written notice thereof;
- (c) Tenant abandons or otherwise leaves vacant, for a period of five (5) consecutive days, the Premises during the term hereof;
- (d) Tenant removes, attempts to remove or permits to be removed any of its goods, chattels, improvements, or other property (other than inventory removed by sale in the ordinary course of business) located on the Premises while any portion of the Rent for the full term hereof, or any other charges due hereunder, remains unpaid;
- (e) Any of the goods, chattels, improvements, or other property located on the Premises is levied upon or attached under process against Tenant;
- (f) Tenant is adjudicated bankrupt; and
- (g) Tenant makes an assignment for the benefit of its creditors.

ARTICLE 21 REMEDIES FOR DEFAULT:

If Tenant shall fail to pay any month's installment of Rent for a period of ten (10) days after the same became due and payable and Landlord has extended ten (10) days written notice to Tenant requesting the curing of such default, or if Tenant shall abandon the Premises prior to the termination of the Term, then all remaining unpaid installments of Rent and all other payments for the whole term hereof shall, at the option of Landlord, become due and payable immediately.

In lieu of exercising the foregoing right to accelerate rent, Landlord may, upon the occurrence of any one (1) or more events of default specified in Article 20 above, elect one of the following options:

- (a) Terminate this Lease, resume possession of the Premises for its own account, and recover immediately from Tenant the difference between the amount of unpaid rent which would have been subject to acceleration as provided above and the fair rental value of the Premises for the remainder of the Term, together with any other damage occasioned by or resulting from the abandonment of the Premises, or a breach or default or other than a default in the payment of Rent, attorneys' fees on trial or appeal; or
- (b) Resume possession and re-lease or re-rent the Premises for the remainder of the Term for the account of Tenant and recover from Tenant, at the end of the Term or at the time each payment of Rent becomes due under this Lease, as the Landlord may elect, the difference between the Rent for which provision is made in this Lease and the rent actually received on the re-leasing or re-renting, together with all costs and expenses of Landlord in connection with such re-leasing or re-rental and collection of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing or re-rental, and if this option is exercised, Landlord shall, in addition, be entitled to recover from Tenant immediately any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of Rent.

The remedies for which provision is made in this Article 21 shall not be exclusive, and in addition thereto Landlord may pursue such other remedies as are provided by law in the event of any breach, default or abandonment by Tenant. In any event, and irrespective of any option exercised by Landlord, Tenant agrees to pay and Landlord shall be entitled to recover all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in connection with collection of Rent or damages or enforcing other rights of Landlord in the event of a breach or default or abandonment by Tenant, irrespective of whether or not Landlord elects to terminate this Lease by reason of such breach, default or abandonment. Tenant hereby expressly waives and all rights of redemption, if any, granted by or under any present or future law in the event Tenant shall be evicted or dispossessed for any cause, or in the event Landlord shall obtain

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possession of the Premises by virtue of the provisions of this Lease, or otherwise. Any and all sums due under this Lease from Tenant to Landlord and not paid on the date due shall bear interest from the date due at the maximum rate permitted by law until fully paid; and if any payment of Rent is not received within thirty (30) days after the date due, Tenant shall be charged a penalty of ONE HUNDRED DOLLARS (\$100.00) per month for each month of delinquency. The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.

ARTICLE 22 PERFORMANCE BY LANDLORD OF TENANT'S OBLIGATIONS:

In case Landlord shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Tenant to perform one or more of the covenants herein contained to be kept and performed by Tenant, then in such event the sum or sums so paid by Landlord, together with all interest, expense or obligations incurred by Landlord, shall be considered as additional rent and shall be added to the Rent becoming due for the new month and shall be collectible in the same manner and with the same remedies as if they had been rents originally reserved. Landlord agrees not to pay any sum of money or to do any act which requires payment of any sum of money for which under the provisions of this Article 22 it would be entitled to be reimbursed by Tenant, unless it shall have first given fifteen (15) days notice of its intention to do so and Tenant shall have failed during such period to make payment of such sum or sums as shall be payable hereunder, or to do such act or acts which under the terms of this Lease it is required to do.

ARTICLE 23 NOTICES:

Except as otherwise specifically provided herein to the contrary, all notices, demands or other writings in this Lease provided to be given, made or sent by either party hereto to the other shall be deemed to have been given, if made in writing and delivered in person or by a recognized overnight courier service (including, without limitation, Federal Express or UPS) or deposited in the United States mail certified or registered, return receipt requested and postage prepaid and addressed to the parties at their respective last known post office addresses or with respect to Tenant, at the Premises. The address to which any notice, demand or other writing may be given, made or sent to either party may be changed by written notice given by such party as above provided.

ARTICLE 24 REQUIREMENTS OF LAW, HAZARDOUS MATERIALS, INSURANCE RISKS

24.1 General. At its sole cost and expense, Tenant will promptly comply with all laws, (including without limitation the Americans with Disabilities Act of 1990), statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, with the requirements of any board of fire underwriters or other similar body constituted now or after the date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, or improvements or alterations made by or for Tenant, excluding requirements of structural changes to the Premises or the Shopping Center unless such structural changes are required by the unique nature of Tenant's use or occupancy of the Premises.

24.2 Hazardous Materials.

(a) "Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Laws. "Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

(b) Tenant will not cause or permit the storage, use, generation, release, manufacture or disposition of any Hazardous Materials in, on, or about the Premises or the Shopping Center by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Shopping Center to be contaminated by any Hazardous Materials in violation of any Environmental Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials laws relating to any Hazardous Materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

(c) Tenant will be solely responsible for and will protect, defend, indemnify and hold Landlord, its agents, and

employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Article 9. Tenant will be solely responsible for and will protect, defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Shopping Center to their condition existing prior to the appearance of Tenant's hazardous materials on the Premises. Tenant's obligations under this Article 9 will survive the expiration or other termination of this Lease.

24.3 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises which would (a) jeopardize or be in conflict with fire insurance policies covering the Shopping Center and fixtures and property in the Shopping Center; (b) increase the rate of fire insurance applicable to the Shopping Center to an amount higher than it otherwise would be for the general use as a Shopping Center; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises. If the rate of fire insurance applicable to the Shopping Center increases to an amount higher than it otherwise would be for the Use Permitted, the increased amount of premiums shall be immediately paid by Tenant as Additional Rent.

ARTICLE 25 GROSS SALES REPORTING:

(a) Except to the extent specifically excluded from the definition of Gross Sales, the term "Gross Sales" shall mean: the dollar aggregate of the price charged or allowed for all food and beverages (alcoholic and non-alcoholic) consumed or sold in or about the Premises and the income, receipts, revenues and charges of and for all services or other operations or businesses sold or rendered, at, in, on or from the Premises by Tenant or any subtenant, assignee, licensee or concessionaire, whether for cash or on a charge, credit, time basis or otherwise, including without limitation, such sales, services or business: (1) where orders originate or are accepted by Tenant at the Premises but delivery or performance is made from or at any place other than the Premises, or vice versa; (2) pursuant to mail, telegraph, telephone, email/internet, telephony or other similar orders received or filled at or in the Premises; (3) by means of mechanical and other vending machines in the Premises (but nothing contained herein shall be deemed to permit any such machines); and (4) that Tenant in the ordinary course of business would credit or attribute to its business upon the Premises.

(b) Monthly and Annual Statements. Each calendar month during the Term, beginning on the fifteenth day after the end of the first full calendar month following the Lease Commencement Date or Rent Commencement Date, whichever is applicable, Tenant shall furnish to Landlord a statement setting forth: (1) the amount of Gross Sales made during the previous calendar month and any claimed exclusions thereto; and (2) the cumulative Gross Sales made from the beginning of the subject calendar year through the end of the subject month and any claimed exclusions, which statement shall be in a form and style and shall contain such details and breakdowns as Landlord may reasonably require. Together with such statement, Tenant shall also provide Landlord with monthly state sales tax reports covering the period of the said statement. Tenant shall also furnish to Landlord within 60 days after the end of each calendar year a complete statement in accordance with industry standards (or as reasonably required by Landlord), certified by Tenant, or by Tenant's chief financial officer (or officer having similar duties if there is no such officer), or by an independent certified public accountant employed or retained by Tenant, showing in detail (as Landlord may reasonably require) the amount of Gross Sales paid during such calendar year and all claimed exclusions thereto. Upon written request of Landlord, Tenant shall also furnish its cancelled checks reflecting payment of the sales tax for the subject calendar year. If this Lease is terminated prior to the last day of a calendar year by expiration of the Term or otherwise, the foregoing annual statement shall be furnished within sixty (60) days after the termination of this Lease. The provisions of this Article 25 shall survive the expiration or earlier termination of this Lease.

ARTICLE 26 CONSTRUCTION LIENS

The interest of Landlord in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for improvements to or other work performed with respect to the Premises by or on behalf of Tenant. Tenant shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Landlord (or the interest of any ground lessor) in the Premises, Shopping Center or in the Shopping Center and all mechanics, materialmen, contractors, artisans, and other parties contracting with Tenant or its representatives or privies with respect to the Premises or any part of the Premises are hereby charged with notice that they must look to the Tenant to secure payment of any bill for work done or material furnished or for any other purpose during the Term. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes (1995). Notwithstanding the foregoing provisions, Tenant, at its expense, shall cause any lien filed against

the Premises, Shopping Center or the Shopping Center for work or materials claimed to have been furnished to Tenant to be discharged of record or properly transferred to a bond pursuant to Section 713.24, Florida Statutes (1995), within ten (10) days after notice thereof to Tenant. Further, Tenant agrees to indemnify, protect, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any such lien. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens for improvements to or other work performed with respect to the Premises by or on behalf of Tenant. Tenant shall execute, acknowledge, and deliver without charge a short form of lease or notice in recordable form containing a confirmation that the interest of Landlord in the Premises and the Shopping Center shall not be subject to liens for improvements or other work performed with respect to the Premises by or on behalf of Tenant. If such a short form of lease or notice is executed, it shall expressly provide that it shall be of no further force or effect after the last day of this Term or on the filing by Landlord of an affidavit that this Term has expired or this Lease has been terminated or that the Tenant's right to possession of the Premises has been terminated.

ARTICLE 27 EMINENT DOMAIN

(a) The term "total taking" means the taking of the fee title or Landlord's master leasehold estate by right of eminent domain or other authority of law, or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority, to so much of the Premises or a portion of the Shopping Center as is necessary for Tenant's occupancy that the Premises are not suitable for the Use Permitted. The term "partial taking" means a taking of only a portion of the Premises or the Shopping Center that does not constitute a total taking.

(b) If a total taking occurs during the Term of this Lease, this Lease will terminate as of the date of the taking as if the date of taking was the Expiration Date. The phrase "date of the taking" means the date of taking actual physical possession by the condemning authority or such earlier date as the condemning authority gives notice that it is deemed to have taken possession.

(c) If a partial taking of more than 25% of the leasable area of the Premises occurs during the term of this Lease, either Landlord or Tenant may cancel this Lease as to the portion of the Premises taken by written notice given within thirty (30) days after the date of the taking, and this Lease will terminate as to the portion of the Premises taken on the date of the taking. If this Lease is not terminated, this Lease will continue in full force and effect as to the remainder of the Premises. The Rent payable by Tenant for the balance of the Term will be abated in the proportion that the leasable area of the Premises taken bears to the leasable area of the Premises immediately prior to the taking, and Landlord will make all necessary repairs or alterations to make the remaining Premises a complete architectural unit. Tenant will have no right to cancel this Lease if 25% of the leasable area of the Premises or less is taken.

(d) If more than forty percent (40%) of the Common Areas in the Shopping Center dedicated to customer parking are acquired or condemned under power of eminent domain or other authority of law, or a voluntary transfer under the threat of an exercise of the right of eminent domain or other authority, then the Term of this Lease will terminate as of the date of the taking as if the date of taking was the Expiration Date unless Landlord takes reasonable steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leasable area of the Shopping Center, and such parking facilities are provided by Landlord within ninety (90) days from the date of the taking. If Landlord provides such other parking facilities, then this Lease will continue in full force. For the purposes of this Subsection (d) only, any outparcels shall not be considered part of the Common Areas of the Shopping Center.

(e) All compensation and damages awarded for the taking of the Premises, any portion of the Premises, or the whole or any portion of the Common Areas or Shopping Center will belong to Landlord. Tenant hereby waives and forfeits any and all claims in the nature of apportionment of the compensation paid for the property taken (including, but not limited to, damage to land, building, site improvements, fixtures and trade fixtures) and damages to the property remaining (including, but not limited to, damage to land, building, site improvements, fixtures and trade fixtures); however, so long as Landlord's awards, claims, defenses or settlement ability, in Landlord's sole and absolute discretion, are not affected, however, Tenant will have the right to assert its claim against the condemning authority in a separate action, solely for Tenant's business damages and relocation costs. Tenant hereby waives all objections to Landlord's withdrawal of any funds paid and/or deposited by any condemning authority prior to final apportionment of the compensation paid for any taking.

(f) If this Lease is terminated pursuant to the provisions of this Article 27, then all rentals and other charges payable by Tenant to Landlord under this Lease will be paid up to the date of the taking, and any rentals and other charges paid in advance and allocable to the period after the date of the taking will be repaid to Tenant by Landlord.

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ARTICLE 28 SUBORDINATION

General. This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, or other lien encumbrance, together with any renewals, extensions, modifications, consolidations, and replacements of such lien encumbrance, now or after this Lease Date, affecting or placed, charged, or enforced against the land or all or any portion of the Shopping Center or any interest of Landlord in them or Landlord's interest in this Lease and this Leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to affect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be requested by Landlord, any ground or underlying lessor, or any mortgagee, to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within seven (7) days after written demand, Landlord, its successors, and assigns will be entitled to execute, acknowledge, and deliver any and all such documents for and on behalf of Tenant as attorney-in-fact for Tenant. Tenant by this Article 28 constitutes and irrevocably appoints Landlord, its successors, and assigns as Tenant's attorney-in-fact to execute, acknowledge, and deliver any and all documents described in this Article 28 for and on behalf of Tenant, as provided in this Article 28. Tenant shall also be responsible to Landlord for any costs or damages resulting from Tenant's failure or refusal to execute or deliver such document, and such costs and damages shall include attorneys' fees, even if no formal or other action is taken by Landlord's attorneys. The provisions of this Lease notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee.

Attornment. Tenant agrees that if any holder of any ground or underlying lease, mortgage, deed of trust, or other encumbrance encumbering any part of the Shopping Center succeeds to Landlord's interest in the Premises, Tenant will pay to such holder all Rents subsequently payable under this Lease. Further, Tenant agrees that in the event of the enforcement by the trustee or the beneficiary under or holder or owner of any such mortgage, deed of trust, or land or ground lease of the remedies provided for by law or by such mortgage, deed of trust, or land or ground lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the tenant of and attorn to such successor in interest without change in the terms or provisions of this Lease. Such successor in interest will not be bound by (a) any payment of Rent for more than one month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, or (b) any amendment or modification of this Lease made without the written consent of such trustee, beneficiary, holder, owner, or such successor in interest. Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge, and deliver any and all such documents for and on behalf of Tenant as attorney-in-fact for Tenant. Tenant by this Article 28 constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge, and deliver any and all documents described in this Article 28 for and on behalf of Tenant, as provided in this Article 28.

ARTICLE 29 EFFECT OF SALE

A sale, conveyance, or assignment of the Shopping Center will operate to release Landlord from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, except those which arose prior to such effective date, and, after the effective date of such sale, conveyance, or assignment, Tenant will look solely to Landlord's successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance, or assignment, and Tenant will attorn to Landlord's successor in interest to this Lease, so long as such successor in interest assumes Landlord's obligations under this Lease from and after such effective date.

ARTICLE 30 MISCELLANEOUS:

30.1 This Lease is submitted to Tenant on the understanding that it will not be considered an offer by Landlord and will not bind Landlord in any way until (a) Tenant has duly executed and delivered two (2) duplicate originals to Landlord and (b) Landlord has executed and delivered one of such originals to Tenant.

30.2 Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.

30.3 No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their counsel

have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord's counsel has prepared it.

30.4 Time of the Essence. Time is of the essence of each and every provision of this Lease.

30.5 No Recordation. Tenant's recordation of this Lease or any memorandum or short form of it will be void and an Event of Default under this Lease.

30.6 No Waiver or Accord and Satisfaction:

(a) Neither the waiver by Landlord of any agreement, breach, condition, default, provision, requirement, or term contained in this Lease nor the acquiescence of Landlord to any violation of any agreement, breach, condition, default, provision, requirement, or term contained in this Lease, shall be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, provision, requirement, or term contained in this Lease, nor constitute a course of dealing regardless of the number of times Landlord may choose to make such a waiver or acquiesce to any violation of any agreement, breach, condition, default, provision, requirement, or term contained in this Lease; nor will any custom or practice that may come to exist between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease.

(b) Acceptance by Landlord of Rent or other amounts due, in whole or in part, following a breach or default will not be deemed to be a waiver of any existing or preceding breach by Tenant of any agreement, condition, provision, requirement, or term of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent or other payment. However, payment of the full amount due, including any late fees, administrative charges and other amounts due, shall constitute a waiver of default for the failure of Tenant to pay the particular Rent or other payment so accepted.

(c) No payment by Tenant or receipt by Landlord of a lesser amount than the full amount of any installment or payment of Rent or other amount due, shall be deemed to be anything other than a payment on account of the amount due, and no endorsement or statement on any check or payment of Rent or related to it shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent, or pursue any other remedies available to Landlord.

30.7 Estoppel Certificates. At any time and from time to time but within ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, an estoppel certificate in a form as reasonably requested by Landlord.

30.8 WAIVER OF JURY TRIAL. LANDLORD AND TENANT BY THIS SUBPARAGRAPH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY OTHER CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

30.9 Severability. If any provision of this Lease shall be ruled to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. It is the intent of the parties that such provisions be construed, and amended as little as possible but shall be amended, to effect the intent of the parties.

30.10 Written Amendment Required. This Lease, the exhibits, and addenda, if any, contain the entire agreement between Landlord and Tenant. No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition of the Premises or the manner of operating the Shopping Center. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Shopping Center, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

30.11 Landlord Default. Landlord shall be in default under this Lease if Landlord has not commenced and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations under this Lease within thirty (30) days of the receipt by Landlord of written notice from Tenant of the alleged failure to perform. Notwithstanding anything in this Lease to the contrary, Landlord shall never be liable to Tenant in the event of a default by Landlord or otherwise under any provision of this Lease for any fines or penalties, loss of good will, loss of business, business opportunity or profits or direct, special, incidental, indirect or consequential damages or for punitive or special damages of any kind, whether in contract, tort or otherwise. None of Landlord's officers, employees, agents, directors, shareholders, or partners shall ever have any personal liability to Tenant under or in connection with this Lease. Any

claim, demand, right or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within six (6) months after the date of the inaction, omission, event, or action that gave rise to such claim, demand, right or defense. Tenant shall look solely to Landlord's estate and interest in the Shopping Center for the satisfaction of any right or remedy of Tenant under this Lease, or for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord, and no other property or assets of Landlord or its principals shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's rights or remedies under this Lease, the relationship of Landlord and Tenant under this Lease, Tenant's use and occupancy of the Premises, or any other liability of Landlord to Tenant of whatever kind or nature. Except as expressly provided in this Lease, Tenant expressly, knowingly, and voluntarily waives any right, claim, or remedy otherwise available to Tenant to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement allegedly made on behalf of Landlord, whether in this Lease or elsewhere. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant.

30.12 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

30.13 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises except the Broker named in Article 1(r), if any. Each of them will protect, defend, indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with who either of them has consulted or negotiated with regard to the Premises except the broker. Landlord will pay any fees or commissions due the Broker named in Article 1(r).

30.14 Governing Law; Venue. This Lease will be governed by and construed pursuant to the laws of the state of Florida. Venue for all actions will lie in the county where the Premises is located.

30.15 Force Majeure. Landlord will have no liability to Tenant, nor will Tenant have any right to terminate this Lease or abate rent because of Landlord's failure to perform any of its obligations in this Lease if the failure is due to reasons beyond Landlord's reasonable control, including without limitation: strikes or other labor difficulties; inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy); unavailability or scarcity of materials or services or both; war; riot; civil insurrection; accidents; crime; severe weather; acts of God; weather; natural disasters; and governmental preemption in connection with a declared emergency. If Landlord fails to perform its obligations because of any reasons beyond Landlord's reasonable control (including those enumerated above), the period for Tenant's performance contingent upon Landlord's performance will be extended day for day for the duration of the cause of Landlord's failure.

30.16 Relocation (Substitute Premises). Anything to the contrary in this Lease notwithstanding, Landlord shall have the right at any time, upon reasonable notice to Tenant (the "Relocation Notice"), to relocate Tenant to different premises in the Shopping Center (the "Substitute Premises"), provided that the Substitute Premises are of approximately the same size and finished substantially similar to the Premises and provided that Landlord reimburses Tenant for all reasonable out-of-pocket expenses incurred by Tenant as a result of the relocation. Landlord and Tenant shall agree to such expenses within ten (10) days after the Relocation Notice is furnished to Tenant. Tenant shall relocate to the Substitute Premises within the time set out in the Relocation Notice. Upon the date Tenant takes possession of the Substitute Premises, this Lease shall be deemed amended to provide for the Substitute Premises and all other terms and conditions of this Lease shall remain in full force and effect. Tenant agrees to execute any documents reasonably required by Landlord to reflect the relocation to the Substitute Premises. Notwithstanding anything in this Section 25.16 to the contrary, Landlord shall not be liable for reimbursement to Tenant of any franchise or other similar fees related to Tenant's relocation.

30.17 Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

30.18 Surrender. No act or thing done or omitted to be done by Landlord or Landlord's agent during the Term of this Lease will constitute a constructive eviction by Landlord, nor will it be deemed an acceptance of surrender of the Premises, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Landlord. The delivery of keys to any employee or agent of Landlord will not operate as a termination of this Lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving such termination or surrender.

30.19 Notice Concerning Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in shopping centers in the state of Florida. Additional information

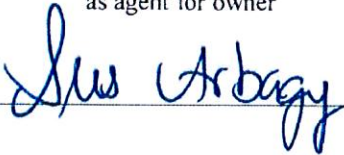
regarding radon and radon testing may be obtainable from the county public health department. Landlord makes no representation to Tenant concerning the presence or absence of radon gas in the Premises or the Shopping Center at any time or in any quantity. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in the Premises or the Shopping Center.

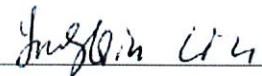
Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:
Shoppes of Boyette LLC

TENANT:
MOCA Asian Cuisine Inc.

By: ICORR Properties International, LLC
as agent for owner





By: Susanne Arbagy


By: Yin Qin Lin
0

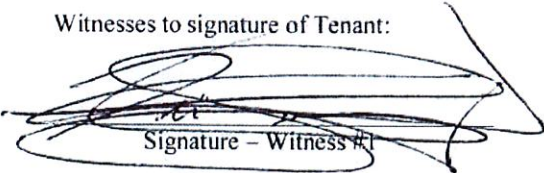
Its: Authorized Signatory

Its: OWNER

Witnesses to signature of Landlord:

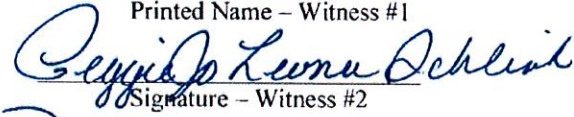
Witnesses to signature of Tenant:

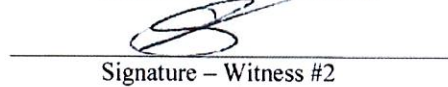

Signature - Witness #1


Signature - Witness #1

EARL FOSSUM
Printed Name - Witness #1

KEI LEONG
Printed Name - Witness #1


Signature - Witness #2


Signature - Witness #2

Peggie Jo Leona Schlink
Printed Name - Witness #2

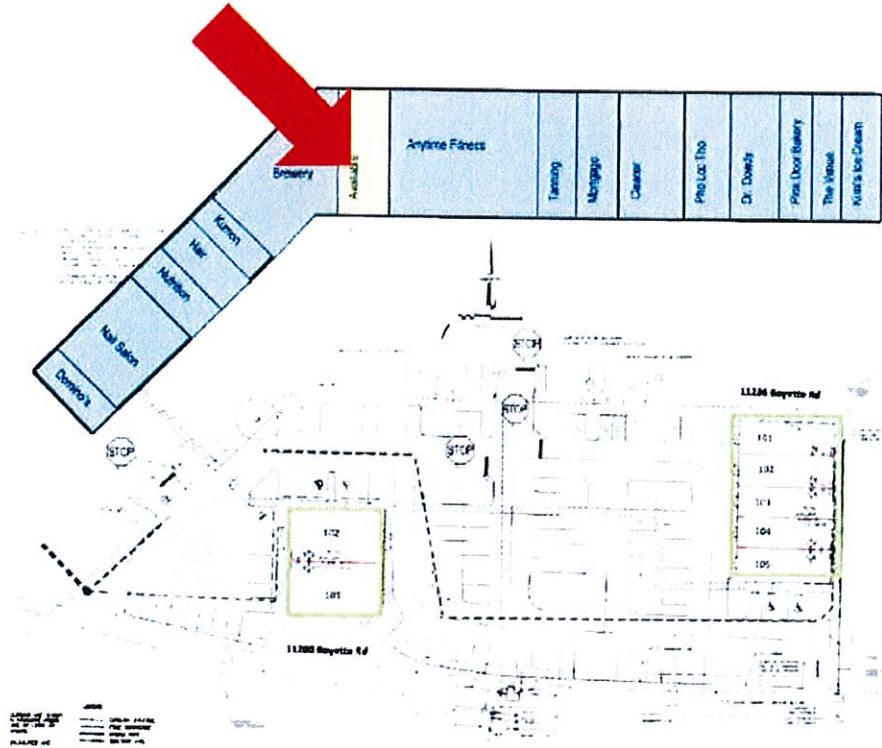
James Schlink
Printed Name - Witness #2

Date Signed: 10/23/19

Date Signed: 10/23/2019

EXHIBIT "A"

Site Plan & Legal Description



Available	Leased
Letter of Intent	Lease out for Signature

SHOPPING CENTER LEGAL DESCRIPTION

Lot 1, Boyette Retail Center Platted Subdivision - No Improvements, according to the map or plat thereof as recorded in Plat Book 99, Pages 238 and 239, Public Records of Hillsborough County, Florida. Less and except that portion deeded to Hillsborough County by Warranty Deed reordereed in O.R. Book 14748, Page 710, as recorded in O.R. Book 14881, Page 1025 and O.R. Book 15022, Page 1238, Public Records of Hillsborough County Florida.

EXHIBIT "B"

The Premises

Shoppes of Boyette

11244 Boyette Rd, Riverview, FL 33569

Approximately 1,750 sf

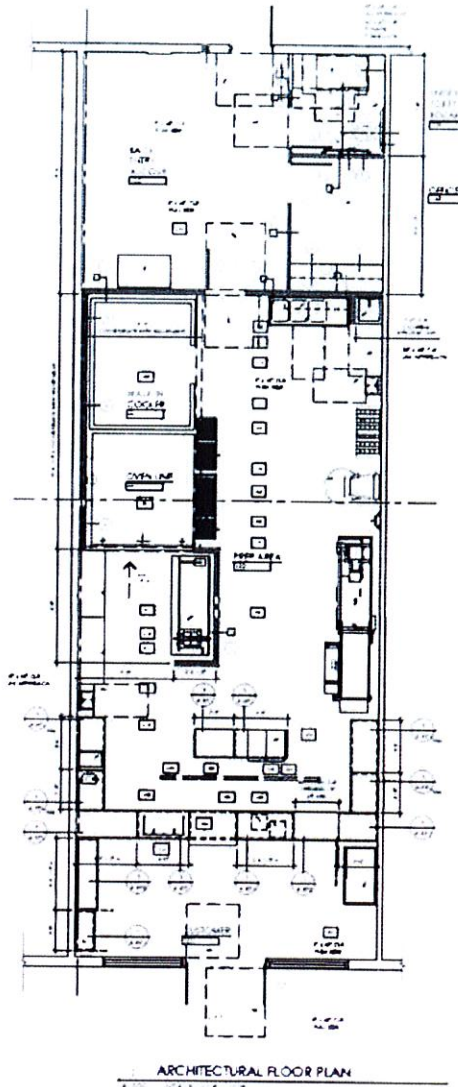


EXHIBIT "D"

Rules and Regulations

1. The sidewalks, halls, passages, exits, entrances, stairways, and elevators (if any) of the Shopping Center will not be obstructed by Tenant or used by Tenant for any purpose other than ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to them by all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety, character, reputation, and interests of the Shopping Center and its Tenants; however, such access will be permitted 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 will go upon the roof of the Shopping Center without Landlord's written approval.
2. No sign, placard, picture, name, advertisement, material or notice visible from the exterior of the Premises will be inscribed, painted, affixed, or otherwise displayed by Tenant on any part of the Shopping Center without the prior written consent of Landlord. Landlord will adopt and furnish to Tenant general guidelines relating to signs inside the Shopping Center. Tenant agrees to comply with those guidelines. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of Tenant by a person approved in writing by Landlord. Material visible outside the Shopping Center will not be permitted (example: customary open signs are visible but may be permitted).
3. The Premises will not be used for lodging.
4. Tenant, upon the termination of its tenancy, will deliver to Landlord all keys to doors in the Shopping Center that have been furnished to Tenant.
5. Tenant will not use or keep in the Premises of the Shopping Center any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditions other than that supplied by Landlord. Tenant will not use, keep, or permit to be used or kept any foreign or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business in the Shopping Center.
6. The toilet rooms, toilets, urinals, wash bowls, and other apparatus will not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever will be thrown in them. The expense of any breakage, stoppage, or damage resulting from the violation of this rule will be borne by Tenant who, or whose employees or invitees, caused it.
7. Except with prior written consent of Landlord, Tenant will not permit the use of any common area for the sale of any items. The Premises will not be used for manufacturing of any kind or for any business or activity other than that expressly provided in this Lease.
8. Tenant will not use any advertising media within the Shopping Center that may be heard outside of the Premises and Tenant will not place or permit the placement of any radio or television antenna, loudspeaker, sound amplifier, phonograph, searchlight, flashing light, banner, balloon, inflatable sign, or other device of any nature on the roof or on the exterior of the store (except for Tenant's approved identification sign or signs) or at any place within the Shopping Center where they may be seen or heard outside of the Premises.
9. All loading and unloading of merchandise, supplies, materials, garbage, and refuse will be made only through such entryways and elevators (if any) and at such times as Landlord may designate. In its use of the loading areas, Tenant will not obstruct or permit the obstruction of the loading area and at no time will park or allow its officers, agents, or employees to park vehicles in the loading areas except for loading and unloading.
10. No curtains, draperies, blinds, shutters, shades, screens, or other covering, hangings, or decorations will be attached to, hung, or placed in, or used in connection with any window of the Shopping Center without the prior written consent of Landlord.
11. Tenant will assure that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Tenant or Tenant's employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will pay for all injuries sustained by other tenants or occupants of the Shopping Center or Landlord.
12. Landlord may waive any one or more of these rules and regulations for the benefit of any particular Tenant or Tenants, but no waiver by Landlord will be construed as a waiver of those rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from enforcing any of those rules and regulations against any or all of the tenants of the Shopping Center.
13. These rules and regulations are in addition to and will not be construed to modify, alter, or amend this Lease, in whole or in part.
14. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the Shopping Center, and for the preservation of good order in it.
15. The Common Areas are exclusively under the control and management of Landlord. Landlord shall have the right to require that tenants, their agents, contractors and employees park in designated spaces on or off the Shopping Center. All vehicles in the Shopping Center parked for business purposes having to do with Tenant's business operated in the Premises are to be currently licensed, in good operating condition, and parked within designated parking spaces, one vehicle to each space. There shall be no "overnight" parking of any vehicles in the Shopping Center parking lots. No vehicle shall be parked as a "billboard" or "advertising" vehicle in the Shopping Center parking lots. Visitor parking is permitted only for the clients and customers of tenants of the Shopping Center while doing business at the Shopping Center. Any vehicles parked for business purposes having to do with Tenant's business operated in the Premises, not titled to Tenant and parked for more than eight (8) hours after notice is placed on the vehicle that it is in violation hereof, or after 24 hours written notice is delivered to Tenant in the case of vehicles titled to Tenant (although a repeated violation of the same vehicle shall not require additional notice), shall permit Landlord to: (i) charge Tenant \$25.00 per day until it is removed by the owner or driver, (ii) cause the vehicle to be towed away at Tenant's expense, or (iii) place a "boot" on the vehicle to immobilize it and levy a charge of \$50.00 to remove the boot. The rights of Landlord to tow or boot vehicles as set forth herein shall not be construed to waive any rights granted by law, but shall be in addition thereto. Tenant shall protect, defend, indemnify, hold and save harmless Landlord from any liability arising from the towing or booting of any vehicles as permitted above.
16. Service entrances shall be kept clean and free of stored materials or debris.
17. **ANY CONSTRUCTION WORK HOURS SHALL BE COORDINATED WITH LANDLORD'S MANAGEMENT COMPANY TO ENSURE THAT CO-TENANTS ARE NOT BEING DISTURBED.**

EXHIBIT "E"

Sign Criteria

Tenant shall be entitled to maintain signage for the Premises that meets the following sign criteria with Landlord's prior approval:

All parties recognize that (1) it is desirable to control the shopping center building signage in order to preserve uniformity, quality and character throughout the development; (2) Landlord shall determine and control all aspects of the building's signage including the type, size and location of the signage; and (3) the cost of said signage shall be borne exclusively by Tenant.

Outlined below are the sign criteria for Tenant. Landlord reserves the right to make changes to these and all sign criteria which, in Landlord's sole discretion, become necessary.

1. APPROVAL

- a. Signs and/or advertising of any kind shall conform to both Landlord and Hillsborough County Code requirements. Tenant must conform with any and all governmental laws, regulations and inspections. No sign or advertising of any nature shall be painted or placed by any method on the buildings, storefronts or common areas, without prior written approval from both Landlord and Hillsborough County.
- b. To obtain Landlord approval, "shop" drawings for Tenant's sign must be submitted by Tenant to Landlord not less than thirty (30) days prior to installation. After Landlord approval, Tenant shall obtain governmental approvals.

2. DESIGN

- a. Each sign will be individually lettered, internally illuminated and mounted on an electrical raceway the color of the building or flush-mounted to the building. The returns or sides of the letters shall be duronic dark bronze unless another color is approved in writing by Landlord. The trim cap shall be a color approved by Landlord. The fascia shall be opaque plastic in a color to be approved by Landlord. No trendy colors shall be approved. The color may not be the same as the next door sign. Submit first, second and third choice of color for plastic fascia. The depth of letters shall not exceed four (4) inches.
- b. No unusual styles of lettering shall be approved.
- c. No backlit boxes or exposed neon signs shall be approved for the exterior of the building. No signs shall flash or have moving parts.
- d. Overall sign length shall not exceed eighty percent (80%) of store width. Actual sign area shall conform to the Hillsborough County Standards. If the store width is twenty (20) feet wide, the sign may not exceed sixteen (16) feet in length. The height of the lettering of signs is as follows:
 - i. On stores that are twenty (20) feet in width, the overall height of the sign shall not exceed twenty-four (24) inches for a single row sign and thirty (30) inches for a double row sign. On double row signs, the letter height of the main row may not exceed eighteen (18) inches, and the letters for the secondary row may not exceed eight (8) inches in height.
 - ii. On stores exceeding twenty (20) feet in width, for the overall height of the main line of the sign the capital letters may not exceed thirty (30) inches. The other letters of the row may not exceed twenty-four (24) inches. Secondary row letters may not exceed eight (8) inches in height.
 - iii. The overall area of the exterior sign may not exceed ten (10) percent of the storefront. A twenty (20) feet store may not exceed forty (40) square feet of area.
- e. Electrical raceways shall be seven (7) inches wide and eight (8) inches high and made of .090 gauge aluminum (minimum). All internal bracing and/or supports shall be aluminum. All raceways shall be painted the color of the building.

- f. All interior signs that are not mounted within the interior of the space and are visible from the outside of the store must be approved in writing from Landlord.
- g. No rooftop signs will be permitted.

3. INSTALL

- a. Mounting of the raceway shall be centered vertically and horizontally in the space provided for the sign. Raceways shall be fastened with 3/8 inch lag bolts in distances of not less than eighteen (18) inches into the plywood located behind the dryvit along the entire length of the raceway. All fasteners shall be zinc-plated to prevent rust. Penetrations are to be sealed with clear silicone caulk. The top of raceway adjoining the building shall be sealed with a clear silicone caulk.
- b. No penetrations may be made into the roof without written approval from Landlord. A roof penetration without permission could void the entire roof bond. Tenant shall be held liable.
- c. Sign voltage is to be 120 volt AC.
- d. All work shall be performed in a quality workman-like manner by a certified sign builder and installer. Tenant's sign company must carry a minimum of one million dollars (\$1,000,000.00) liability insurance to cover any accidents or damage, including general liability and workman's compensation. Copies of sign contractor's insurance shall be submitted to Landlord no less than ten (10) days PRIOR to installation of signage.
- e. Landlord shall be notified by Tenant's installer twenty-four (24) hours in advance of sign install so that a representative of Landlord may be present to observe the installation.
- f. Electrical connections shall be performed in accordance with all local codes and regulations, and shall conform to UL minimum standards. Installation, including cost of final electrical connections to the circuit located on the parapet, is at Tenant's expense.
- g. Installation of store front signs shall be in such a manner that no equipment such as the sign, ladders or tools touch any metal awnings or slant metal roof. Tenant shall be solely responsible for reimbursement to Landlord for any damage to the building incurred by the sign installation company during the sign installation.
- h. Upon vacating the Premises, Tenant shall remove signage and restore building to original condition, including repainting, to Landlord's satisfaction at no cost to Landlord.
- i. All signs are to be maintained by Tenant in an operable and clean condition. Any damaged signs will be removed and/or replaced, and any dirty sign will be cleaned, both at Tenant's sole expense.

Other Signage: Tenant, at Tenant's sole expense, may install temporary "coming soon" and "now open" signs and/or banners for up to sixty (60) days following the Lease Commencement Date. Temporary signage and/or banners for special events may be installed for up to thirty (30) days subject to all applicable governmental ordinances.

EXHIBIT "F"

Guaranty

THIS GUARANTY, made and executed by Ying Qin Lin, a resident in the State of Florida (hereinafter called the "Guarantor"),

WITNESSETH:

WHEREAS, MOCA Asian Cuisine Inc., a Florida corporation (herein called the "Tenant") and Shoppes of Boyette, LLC, a Florida limited liability company (herein called the "Landlord") have entered into a certain Lease dated October 23, 2019 (herein called the "Lease"); and, WHEREAS, in order to induce Landlord to enter into the Lease, the undersigned Guarantor has agreed to guarantee the payment of all rents and charges, and the performance of all of Tenant's obligations, under the Lease.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. The undersigned, jointly and severally, do(es) hereby guarantee to Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Premises, the due and punctual payment of all rent payable under the Lease, and each and every installment thereof, as well as the full and prompt and complete performance by Tenant of each and all of the covenants, conditions and provisions, in the Lease contained on the part of Tenant therein to be kept, observed and performed, for the full term of the Lease and any extension thereof, with no less force and effect than if the undersigned were named as the Tenant in the Lease, and the undersigned, jointly and severally, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Lease.

2. This Guaranty shall be absolute, continuing and unlimited, and Landlord shall not be required to take any proceeding against Tenant, or give any notice to the undersigned, before Landlord has the right to demand payment or performance by the undersigned upon default by Tenant. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of the Lease, or any subletting hereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Tenant, or by and forbearance or delay in enforcing any terms, conditions, covenants, or provisions of the Lease or any amendment, modification or revision of the Lease.

3. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant.

4. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of Tenant including, but not limited to, any release or discharge pursuant to any reorganization, readjustment, insolvency, receivership or bankruptcy proceedings.

5. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and Landlord.

6. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of Landlord, its successors and assigns, and to any future owner of the fee of the Premises referred to in the Lease, and to any mortgagee in the fee interest of Landlord in the Premises. Landlord may, without notice, assign this Guaranty in whole or in part.

7. The undersigned hereby expressly and knowingly waive(s) any right the undersigned may have to raise any defense to any obligations that Tenant could raise under the Lease, except for the defense of payment. The undersigned agrees that no modification of the terms of the Lease shall in any way impair or affect the undersigned's obligations hereunder.

8. If either party hereto brings any action to enforce rights under this Guaranty, whether judicial, administrative or otherwise, the prevailing party in that action shall be entitled to recover from the losing party all fees and court costs incurred, including reasonable attorneys' fees for post judgment proceedings, whether such costs and fees are incurred out of court, at trial, on appeal, or in any bankruptcy proceeding.

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

10. This guaranty and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.

11. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Guaranty or lessen the obligation(s) of the Guarantor(s)

12. LANDLORD AND THE UNDERSIGNED HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION WHICH PROCEEDING IS UNDER, IN CONNECTION WITH OR RELATED TO THIS GUARANTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE WAIVER IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE.

13. Time is of the essence of this Guaranty.

Ying Qin Lin
YING QIN LIN, Guarantor

Guarantor's home address:
812 Sandy Trail PL
Brandon FL 33511

Guarantor's Social Security No. 075-96-7277

Guarantor's Driver's License No. L500960849090

Date Signed: 10/23/2019

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23rd day of October 2019 by Ying Qin Lin who is personally known to me or who has produced Driver's License as identification.

OFFICIAL NOTARIAL SEAL:
Kim Wilkinson
Kim Wilkinson
(type, print, or stamp name)
Notary Public
My commission expires:
Commission No. GG-114304




EXHIBIT "H"

Exclusive Use and Restrictions in Shopping Center

Tenant expressly agrees that Tenant shall not permit the Premises to be used for any of the uses or purposes set forth below:

1. Anytime Fitness, LLC: LL shall not lease, sell or barter for the use of any portion of Shopping Center to a Tenant Competitor which shall mean a business that derives more than 25% of the gross revenue from its business at the Shopping Center by operating an adult gym or fitness center (including a women's or men's only gym or fitness center).

2. Cutting Edge Sports Nutrition, LLC: LL shall not lease, sell or barter for the use of any portion of Shopping Center to a TT Competitor (which shall mean a business that derives more than 50% of the gross revenue from its business at the Shopping Center from sale of nutritional supplements, vitamins and smoothies).

3. Team St Pete, Inc. dba Domino's Pizza: LL shall not permit any other pizza delivery restaurant within the 33,690 SF building. LL shall not permit, directly or indirectly, another pizza, bakery, pizza delivery or carryout store or restaurant that sells pizza for delivery or carryout.

4. Evolution Primary Care: LL shall not lease to a medical office providing primary care services.

5. Leaven Brewing Company: LL shall not lease to a micro-brewery used for making beer on premise, or any other establishment that sells craft beer on premise.

6. Kimi's Ice Cream and Coffee: LL shall not lease to an ice cream manufacturing and retail operation.

7. Pink Door Bakery: LL shall not lease to a specialty-cake and pastry bakery.

Tenant hereby agrees to indemnify, defend, and hold harmless Landlord from and against any and all claims, demands, actions, causes of action, losses (including but not limited to loss of rents resulting from the termination by another tenant of its lease), damages, costs, and expenses, including court costs and attorney's fees, arising from or related to, wholly or in part, the use of the Premises for any purpose prohibited by the list set forth above.

EXHIBIT "I"

Addendum to Standard Business Lease

I. Tenant's Exclusive:

- a. Noncompetition. During the term of this Lease and at the request and insistence of Tenant, Landlord shall not permit any portion of the Shopping Center, other than the Premises, to be used by a Competing Business.
- b. Exclusive Use Defined. "Exclusive Use" shall mean an Asian-style restaurant serving sushi, hibachi and poke bowls.
- c. Competing Business Defined. "Competing Business" shall mean a business which uses its premises in the Shopping Center primarily for the Exclusive Use, excluding:
- (i) any business occupying premises directly or (as an assignee, sublessee or concessionaire) indirectly under a Permitted Lease;
- d. Permitted Leases. A "Permitted Lease" shall mean either a lease that was executed prior to the execution of this Lease but that is in effect as of the date of execution of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease, (provided that in the case of a new lease, such new lease does not grant greater rights to use the leased premises for the Exclusive Use than did the Prior Lease).
- e. Incidental Uses of Other Tenants. A business (other than the business conducted at the Premises) shall not be deemed to use its premises in the Shopping Center primarily for the Exclusive Use if either:
- (i) it devotes less than 25% of the sales area of such premises to the Exclusive Use; or
 - (ii) on an annual basis, less than 25% of the gross sales from such premises are generated by the Exclusive Use.
- f. Exclusive Becomes Null and Void. This Paragraph shall automatically become null and void if:
- (i) An Event of Default occurs under this Lease;
 - (ii) Tenant assigns its rights under this Lease in whole or in part or sublets all or any portion of the Premises to an operator who does not primarily (as defined in subsection "g" below) use the Premises for the Exclusive Use (regardless of whether any such assignment or sublease was made with or without Landlord's consent);
 - (iii) a transfer of the corporate shares or partnership interests of Tenant occurs which would entitle Landlord to terminate this Lease (regardless of whether Landlord actually exercises such right to terminate); or
 - (iv) the Premises cease to be used primarily for the Exclusive Use.
- g. Primary Use. The Premises shall not be deemed to be used primarily for the Exclusive Use unless:
- (i) more than 75% of the sales area of the Premises is devoted to the Exclusive Use; and
 - (ii) on an annual basis, more than 75% of the gross sales from the Premises are generated by the Exclusive Use.
- h. Limitation on Tenant Remedies
- (i) Reduction in Minimum Rent. If Landlord violates this Section 2 in the Addendum to Standard Business Lease, Tenant's sole remedy shall be a reduction in monthly Minimum Rent in proportion to the reduction in Tenant's gross sales from the date Tenant notifies Landlord of such violation until such violation is cured, provided Tenant has first verified a reduction in its Gross Sales in accordance with Paragraph h (ii).
 - (ii) Verification of Reduction of Gross Sales. To verify a reduction in Gross Sales, Tenant must submit proof to Landlord within 120 days of Tenant's discovery of Landlord's violation of this Section 2 in the Addendum to Standard Business Lease which demonstrates that the average Gross Sales during the preceding ninety (90) day period (during which time Landlord must have been in continuous violation of this Section 2 in the Addendum to Standard Business Lease (the "Violation Period"), has declined by more than

ninety (90) day period during the immediately preceding calendar year (such decline hereinafter called "Gross Sales Decline"). However, notwithstanding the foregoing in this Paragraph:

Industry Decline. If there has been a general decline in the average gross sales during the Violation Period for other similar tenants in comparable buildings in the region as compared to the average gross sales for these tenants during the same time period in the immediately preceding calendar year (such decline hereinafter called a "Industry Decline"), Tenant must demonstrate that the Gross Sales Decline exceeded the Industry Decline by more than 25%.

General Decline. If there has been a decline in Tenant's average Gross Sales during the Violation Period for the past two calendar years immediately prior to the Landlord's violation of this Section 2 in the Addendum to Standard Business Lease (such decline hereinafter called a "General Decline"), Tenant must demonstrate that the Gross Sales Decline exceeded the General Decline by more than 25%.

(iii) Failure to Cure Violation. If Landlord fails to cure such violation within 180 days ("Cure Deadline"), Tenant must elect to either:

Terminate Lease. Terminate this Lease, which shall be effective sixty (60) days from the date of Landlord's receipt of the Election Notice (as defined below) and until which time Tenant shall continue to pay reduced Minimum Rent in accordance with Paragraph a; or

Pay Full Rent. Immediately recommence payment of full Minimum Rent pursuant to the terms of this Lease, in which case Tenant will be deemed to have waived any claim of default against Landlord on account of the violation of this Section 2 in the Addendum to Standard Business Lease.

Such election by Tenant must be made in writing ("Election Notice") so long as the violation exists, and shall be delivered to Landlord within thirty (30) days after the Cure Deadline. If Tenant fails to timely make such election, Tenant shall be deemed to have elected to pay full Minimum Rent pursuant to subsection (ii) above.

2. **Tenant Improvement Allowance:**

a. Upon completion of Tenant's buildout (the "Work"), Tenant shall furnish to Landlord a Certificate of Completion, full and final waivers of liens, contractors' affidavits and statements, in such form as may be required by Landlord from all parties performing labor or supplying materials or services in connection with the Work, a current certificate of insurance as required by the Lease, verified detailed breakdown of Tenant's total construction costs showing that all of said parties have been compensated in full together with such evidence of payment as is reasonably satisfactory to Landlord, and "as built" drawings on the Premises on Auto CAD file.

b. Upon satisfaction of the above requirements and Tenant's opening for business to the public, Landlord shall make a dollar contribution in the amount of \$12,500.00 ("Tenant Improvement Allowance") for application to the extent thereof to the cost of the Work. The Tenant Improvement Allowance shall be paid upon Tenant's satisfaction with all of the requirements set forth in this Addendum and shall be paid promptly after Tenant opens for business to the public in the Premises. If the cost of the Work exceeds the Tenant Improvement Allowance, Tenant shall have sole responsibility for the payment of such excess cost. If the cost of the Work is less than the Tenant Improvement Allowance, Tenant shall not be entitled to any payment or credit for such excess amount. Notwithstanding anything herein to the contrary, Landlord may deduct from the Tenant Improvement Allowance any amounts due to Landlord, its architects, engineers and other consultants under this Amendment before disbursing any other portion of the Tenant Improvement Allowance.

3. **HVAC:**

As of the Commencement Date, there is one (1) 5-ton HVAC unit and one two (2) ton HVAC unit serving the Premises. These rooftop units will be maintained, repaired and replaced by Landlord as part of the Operating Expenses. Any additional or tenant-specific HVAC equipment will be the sole responsibility of Tenant.

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Received
10/05/2021
Development Services

SPECIAL USE (ALCOHOLIC BEVERAGE PERMIT) (WAIVER REQUIRED)

IMPORTANT INSTRUCTIONS TO ALL APPLICANTS:

You must schedule an appointment to submit this application. To request an appointment please call 813-272-5600.
All requirements listed on the submittal checklist must be met. Incomplete applications will not be accepted.

Property Information

Address: 11244 Boyette Rd City/State/Zip: Riverview, FL 33569 WN-RN-SEC: _____
Folio(s): 076720-2752 Zoning: PD Future Land Use: _____ Property Size: _____

Property Owner Information

Name: Shoppers of Boyette LLC Daytime Phone: 941-735-5405
Address: 2 North Tamiami Trail, Ste 100 City/State/Zip: Sarasota, FL 34236
Email: acortiz@lcorr.com FAX Number: _____

Applicant Information

Name: MOCA, Asian Cuisine ZLC Daytime Phone: 813-512-2126
Address: 11244 Boyette Rd City/State/Zip: Riverview FL 33569
Email: Jinchencapa@gmail.com FAX Number: 813-280-2922

Applicant's Representative (if different than above)

Name: Jin Chen Daytime Phone: 813-949-1140
Address: 9270 Bay Plaza Blvd Ste 604 City/State/Zip: Tampa, FL 33619
Email: jinchencapa@gmail.com FAX Number: 813-280-2922

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED IN THIS APPLICATION PACKET IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE, AND AUTHORIZE THE REPRESENTATIVE LISTED ABOVE TO ACT ON MY BEHALF FOR THIS APPLICATION.

[Signature]
Signature of Applicant
YingJin Lin
Type or Print Name

I HEREBY AUTHORIZE THE PROCESSING OF THIS APPLICATION AND RECOGNIZE THAT THE FINAL ACTION ON THIS PETITION SHALL BE BINDING TO THE PROPERTY AS WELL AS TO CURRENT AND ANY FUTURE OWNERS.

[Signature]
Signature of Property Owner
EARL FOSSUM
Type or Print Name

Intake Staff Signature: Ana Lizardo Office Use Only Intake Date: 10/05/21
Case Number: 22-0027 Public Hearing Date: 12/13/2021 Receipt Number: 92532
Type of Application: SU-AB

Development Services, 601 E Kennedy Blvd, 19th Floor

Revised 07/02/2014

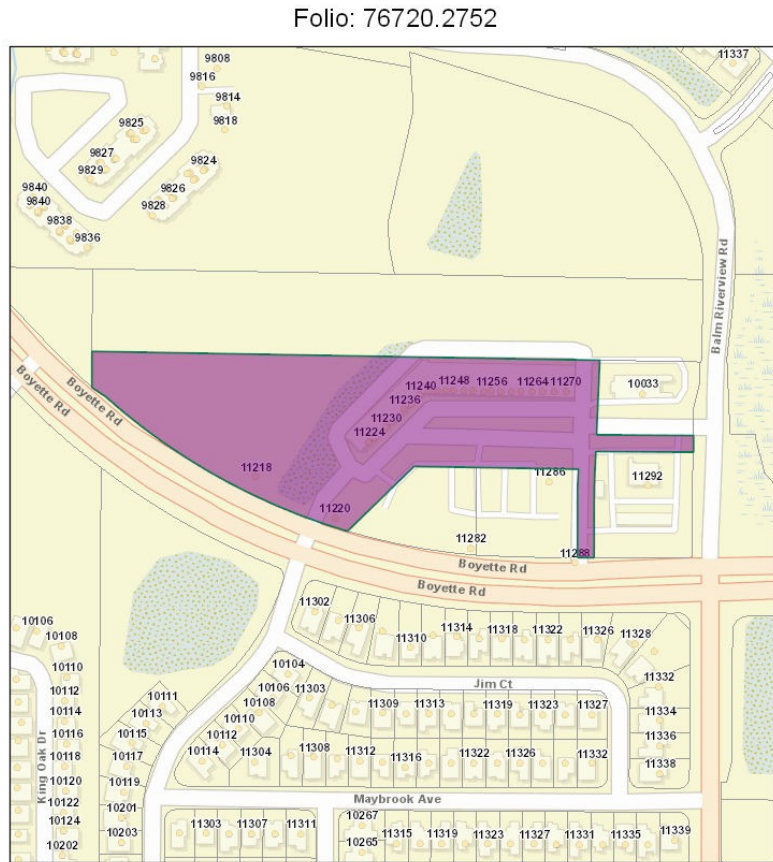
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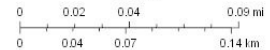
PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	74-0308
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	85-0048
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0502H
FIRM Panel	12057C0502H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120502B
County Wide Planning Area	Riverview
Community Base Planning Area	SouthShore
Community Base Planning Area	Riverview
Planned Development	PD
Re-zoning	null
Major Modifications	04-0639,93-0160
Personal Appearances	12-0754,07-1986,90-0024, 96-0070 WD
Planned Development	PD
Re-zoning	null
Major Modifications	99-0568,02-1071
Personal Appearances	09-0169,04-1112,02-0124, 00-0697,02-1365,99-0208, 94-0186,94-0090,91-0081, 88-0033,86-0012, 18-1495
Census Data	Tract: 013412 Block: 2022
Future Landuse	R-4
Future Landuse	R-6
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	4
Fire Impact Fee	South
Parks/Schools Impact Fee	SOUTH
ROW/Transportation Impact Fee	ZONE 7
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO



September 29, 2021

1:2,663



RS, Hillsborough County - Public Works - Geomatics - Streets & Addresses

Hillsborough County Florida

Folio: 76720.2752
PIN: U-21-30-20-73Y-000000-00001.0

SHOPPES OF BOYETTE LLC

Mailing Address:

**2 N TAMiami TrL Ste 100
 SARASOTA, FL 34236-5562**

Site Address:

**11224 BOYETTE RD
 RIVERVIEW, FL 33569**

SEC-TWN-RNG: 21-30-20

Acreage: 6.7644701

Market Value: \$4,169,900.00

Landuse Code: 1630 STORE/SHP CENTE

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2. Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.

22-0027