



City of Ocala
 Growth Management Department
 201 S.E. 3rd Street, 2nd Floor
 352-629-8421 | www.ocalafl.gov

ECONOMIC DEVELOPMENT DIVISION
 RECEIVED:
 APR 29 2026
 STAFF: *[Signature]*
 DELIVERED BY: *[Signature]*

DATE SUBMITTED: 4/29/2026
 GRANT ID: CRA26-0022
 (STAFF ONLY)

RESIDENTIAL
 COMMERCIAL

CRA GRANT APPLICATION

1. PROPERTY OWNER INFORMATION

Property Owner Name Downtown Square, Ocala LLC
 Property Owner Mailing Address 95 Forest Ave Locust Valley NY
 E-mail Jamie.Montera@castroproperties.com Phone No. 516-455-7117
 Authorized Representative (if different from property owner) TERRI KEVIN
 E-mail STLANGAN@hotmail.com Phone No. 206-683-2761
352-266-2927

2. BUSINESS INFORMATION

REQUIRED FOR COMMERCIAL GRANTS PROGRAMS ONLY

Business Name Cullinary Perfection LLC (36 Bistro)
 Type of Business Restaurant Fine Dining
 Business Address 101 E Silver Springs Blvd Suite 104
 Business E-mail STLANGAN@hotmail.com Business Phone No. 206-683-2761
 Primary Contact (if different from applicant) SEAN Langan CHRIS 352-266-2927
 How long has the business been at its current location? NEW Restaurant
 If the business is a tenant, what are the start and end date of the lease? 10yr LEASE w/purch. Opt 5yr

3. CRA SUBAREA

West Ocala East Ocala North Magnolia Downtown

4. PROGRAM TYPE

Residential Commercial Historic Building
 New Construction Incentive

APPLICANT MUST REVIEW PROGRAM GUIDE AND GRANT FRAMEWORK BEFORE SELECTING THE APPLICABLE PROGRAM TYPE

5. PROJECT DESCRIPTION

Project Site Address _____ Parcel ID 2823-064-006
 Current Use of Property Vacant Suite #104 Proposed Use Fine Dining Restaurant
 Proposed Scope of Work (Attach additional sheets if needed)
Restaurant Build out of Vacant Bldg. Prior Vacant Property was Bank Prior

Explain your need for grant assistance and the expected benefits of your project (Attach additional sheets if needed)
Build Out of Restaurant A/C, Grease Traps, Plumbing, Vent Syst

RESIDENTIAL PROPERTIES ONLY

Rental Property Yes No
 How long have you resided at the home? _____ Is this your primary residence? Yes No
 What is the size of your household? _____

6. PROJECT COSTS

APPLICANT MUST SUBMIT TWO QUOTES FOR EACH WORK ITEM

Work Item 1 <u>Restaurant Build Out</u>	High Quote 1: _____	Low Quote 1: _____
Work Item 2 <u>A/C</u>	High Quote 2: <u>\$34,580</u> <u>\$37,500</u>	Low Quote 2: <u>\$34,580</u>
Work Item 3 <u>Kitchen Hood Plumbing</u>	High Quote 3: _____	Low Quote 3: _____
Total: _____	Total: _____	Total: _____

*IF MORE THAN 3 WORK ITEMS, ATTACH ADDITIONAL SHEET

7. SCHEDULE

Start Date: ASAP 7/26
Estimated Time For Completion (Weeks/Months): Aug 2026

8. APPLICATION CHECKLIST

- REVIEW OF APPROPRIATE GRANT PROGRAM FRAMEWORK (SEE PROGRAM GUIDE)
- COMPLETED APPLICATION
- APPLICANT/PROPERTY OWNER SIGNATURE AFFIXED
- PROOF OF PROPERTY OWNERSHIP 3
- PROOF OF CURRENT PROPERTY TAXES 4
- IMAGES OR SKETCHES OF PROPOSED DESIGNS, COLORS OR GRAPHICAL REPRESENTATIONS 2
- AT LEAST TWO QUOTES PROVIDED WITH AN ITEMIZED LIST OF COST ESTIMATES FROM VENDORS 5
- COLOR IMAGES OF EXISTING CONDITIONS OF THE BUILDING/PROJECT AREA 2

9. SUPPLEMENTAL INFORMATION

USE THIS SECTION TO PROVIDE ANY ADDITIONAL INFORMATION THAT MAY ASSIST IN THE REVIEW OF YOUR APPLICATION

CREATE Michelin Star Goal Fine Dining Experience
in Down Town Ocala. Empty Exesore
into Beautiful Location to Enjoy Ocala.

GENERAL TERMS AND CONDITIONS

It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations.

It is expressly understood and agreed that the applicant will not seek to hold the City of Ocala, the Grant Review Committee (Committee) and/or its agents, employees, board members, officers and/or directors liable for any property damage, personal injury, or other loss relating in any way to the Program.

It is expressly understood and agreed that the applicant will hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an Environmental Impact Report, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.

The applicant authorizes the City of Ocala to promote any approved project including but not limited to displaying a sign at the site, during and after construction, and using photographs and descriptions of the project in City of Ocala materials and press releases.

If the applicant fails to perform the work approved by the Community Redevelopment Agency Board, the City reserves the right to cancel the grant. The applicant also understands that any work started/completed before the application is approved by the Committee is done at their own risk, and that such work will jeopardize their grant award.

Completion of this application by the applicant DOES NOT guarantee that grant monies will be awarded to the applicant.

I certify that all of the foregoing information is accurate and that the work will be performed in accordance with the Program Guide and all applicable construction and zoning laws.

<p align="center">APPLICANT (PROPERTY OWNER/AUTHORIZED REPRESENTATIVE)</p>	<p align="center">OWNER APPROVAL FOR TENANT APPLICANT</p>
<p>I, <u>Sam Thomson</u>, property owner/authorized representative of the property at <u>101 E. Silver Springs Blvd #104</u>, have read and understand the terms and conditions of the Program and agree to the general conditions and terms outlined in the application process and guidelines of the Program.</p> <p>SIGNATURE: <u>[Signature]</u> DATE: <u>4.8.2026</u></p>	<p>I, <u>Tara Kegan</u>, owner of the property at <u>101 E. Silver Springs Blvd #104</u> have read and understand the terms and conditions of the Program and agree to the general conditions and terms outlined in the application process and guidelines of the Program. I give my consent to the applicant to move forward with improvements on the property as outlined in the Project Description section of this application.</p> <p>SIGNATURE: <u>[Signature]</u> DATE: <u>4.15.24</u></p>

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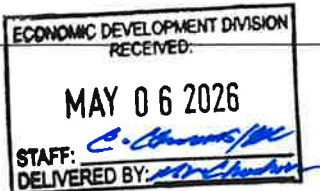
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<p align="center">APPLICANT (PROPERTY OWNER/AUTHORIZED REPRESENTATIVE)</p>	<p align="center">OWNER APPROVAL FOR TENANT APPLICANT</p>
<p>I, <u>CORINA E. TIFFANY</u>, property owner/authorized representative of the property at <u>101 E SILVER SPRING BLVD</u>, have read and understand the terms and conditions of the Program and agree to the general conditions and terms outlined in the application process and guidelines of the Program.</p> <p><u>#104</u></p> <p>SIGNATURE: <u>[Signature]</u> DATE: <u>5-6-20</u></p>	<p>I, _____, owner of the property at _____ have read and understand the terms and conditions of the Program and agree to the general conditions and terms outlined in the application process and guidelines of the Program. I give my consent to the applicant to move forward with improvements on the property as outlined in the Project Description section of this application.</p> <p>SIGNATURE _____ DATE _____</p>



FOR STAFF USE ONLY

- Is the property fully exempt from Marion County property taxes? Yes No
- Are property taxes paid and up to date? Yes No
- Is the property currently in condemnation or receivership? Yes No
- Is there an active City code enforcement case on the property? Yes No
- Is the building listed on the National Register of Historic Places? Yes No N/A
- Is this the first application submitted for the Fiscal Year? Yes No
- Is the property within the CRA subarea boundary? Yes No
- Was the proof of ownership verified? Yes No
- Is the applicant applying for the first time? Yes No
- Is the property zoned correctly? Yes No
- Does the business have an active business license? Yes No N/A
- Is the business/property owner registered in the State of Florida? Yes No N/A

Date Received: _____

assigned 5/1/2028

Signature (Staff Member): _____



Tax Roll Property Summary							Help
Account Number		R2823-064-006		Type	REAL ESTATE	Request Future E-Bill	
Address		101 E SILVER SPRINGS BLVD AL OCALA			Status		
Sec/Twn/Rng		17 15 22		Subdivision	9979		
Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	
2011	R	2011 R2823-064-006	PAID	11/2011	23,877.81	Tax Bill	
2012	R	2012 R2823-064-006	PAID	11/2012	22,816.70	Tax Bill	
2013	R	2013 R2823-064-006	PAID	11/2013	22,750.87	Tax Bill	
2014	R	2014 R2823-064-006	PAID	01/2015	24,343.89	Tax Bill	
2015	R	2015 R2823-064-006	PAID	03/2016	27,033.46	Tax Bill	
2016	R	2016 R2823-064-006	PAID	11/2016	25,091.32	Tax Bill	
2017	R	2017 R2823-064-006	PAID	11/2017	24,826.72	Tax Bill	
2018	R	2018 R2823-064-006	PAID	11/2018	24,903.77	Tax Bill	
2019	R	2019 R2823-064-006	PAID	11/2019	28,152.46	Tax Bill	
2020	R	2020 R2823-064-006	PAID	11/2020	29,678.09	Tax Bill	
2021	R	2021 R2823-064-006	PAID	11/2021	33,369.56	Tax Bill	
2022	R	2022 R2823-064-006	PAID	11/2022	35,002.00	Tax Bill	
2023	R	2023 R2823-064-006	PAID	11/2023	41,780.99	Tax Bill	
2024	R	2024 R2823-064-006	PAID	11/2024	44,491.45	Tax Bill	
2025	R	2025 R2823-064-006	PAID	11/2025	48,735.86	Tax Bill	

CURRENT ACCOUNT DETAILS

Account Number	2025	R2823-064-006	Tax Bill
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Property Description				Owner Information		
SEC 17 TWP 15 RGE 22 PLAT BOOK E PAGE 002 OLD SURVEY OCALA S 1/2 OF LOT 3 BLK 64				DOWNTOWN SQUARE OCALA LLC 95 FOREST AVE LOCUST VALLEY NY 11560-1748		
Current Values and Exemptions				Taxes and Fees Levied		
MARKET VALU	2,430,706			TAXES	43,616.52	
COUNTY ASMT	2,253,955			SP. ASMT	7,150.00	
COUNTY TXBL	2,253,955					
SCHOOL ASMT	2,430,706					
SCHOOL TXBL	2,430,706					
NOV 30 2025	DEC 31 2025	JAN 31 2026	FEB 28 2026	MAR 31 2026	PastDue Apr 1	
48,735.86	49,243.52	49,751.19	50,258.85	50,766.52	52,289.52	
Post Date	Receipt #	Pmt Type	Status	Disc	Interest	Total
11/20/2025	998 2025 3019131.0001		Pmt Posted	\$2030.66-	\$.00	\$48,735.86

*Build Restaurant x
 2*

DATE: 01/15/2019
 PROJECT: 1911111111

REVISIONS:
 1. 01/15/2019



CHUCHIAN
 CONSTRUCTION
 CCC 1512355

David P. King, Jr.
 ARCHITECT
 7000 SW 11ST A
 MIAMI, FL 33155
 305.555.1111

PROJECT:
 NEW TENANT
 RENOVATION
 FOR
 THREE SIX
 BISTRO
 101 E SILVER SPRINGS BLVD
 COVINGTON, FLORIDA 34421

DATE: 01/15/2019
 PROJECT: 1911111111

REVISIONS:
 1. 01/15/2019

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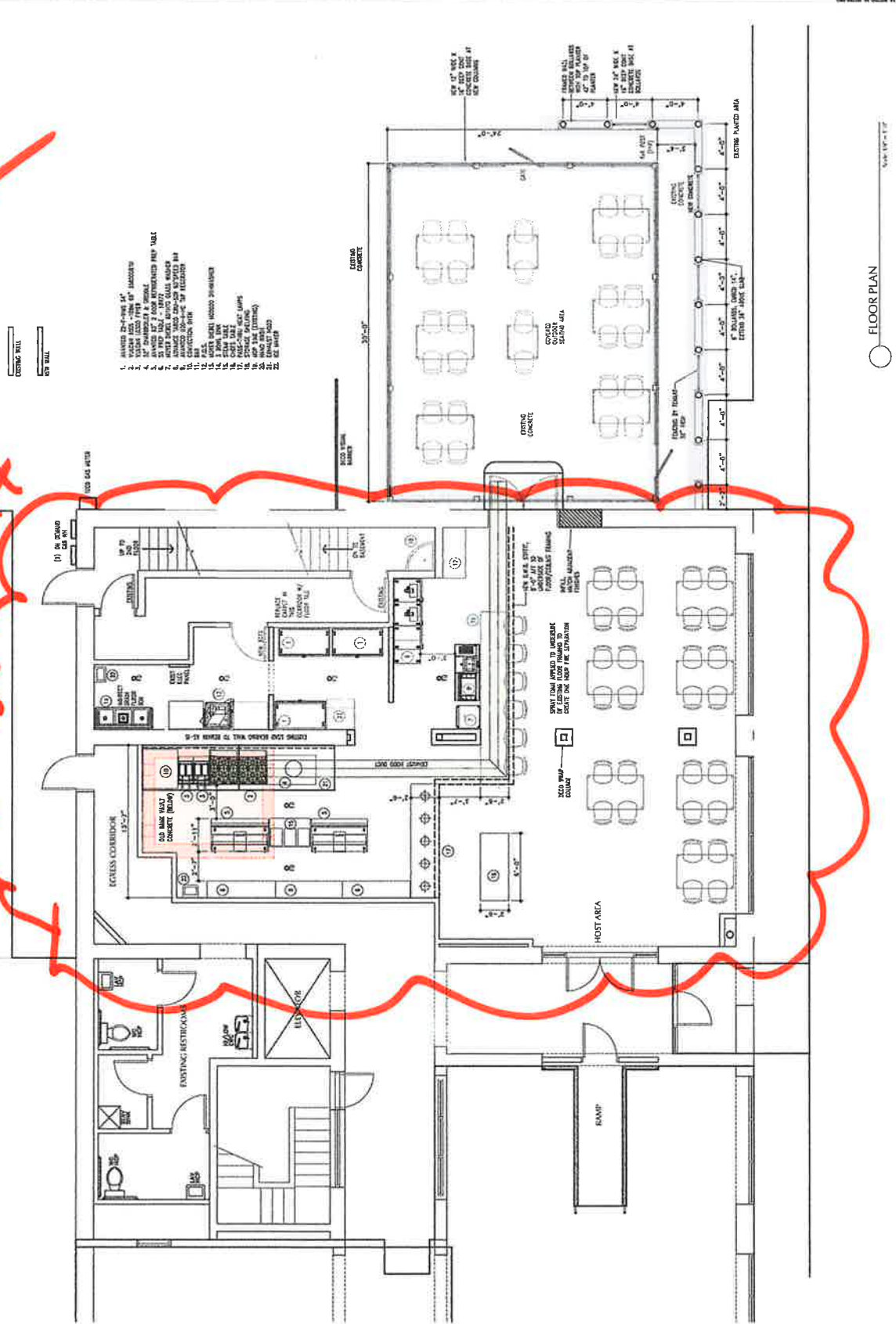
DATE: 01/15/2019
 PROJECT: 1911111111

REVISIONS:
 1. 01/15/2019

CHUCHIAN
 CONSTRUCTION
 CCC 1512355

David P. King, Jr.
 ARCHITECT
 7000 SW 11ST A
 MIAMI, FL 33155
 305.555.1111

PROJECT:
 NEW TENANT
 RENOVATION
 FOR
 THREE SIX
 BISTRO
 101 E SILVER SPRINGS BLVD
 COVINGTON, FLORIDA 34421



1. REMOVE EXISTING WALL AT
2. REMOVE EXISTING WALL AT
3. REMOVE EXISTING WALL AT
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20. REMOVE EXISTING WALL AT
21. REMOVE EXISTING WALL AT
22. REMOVE EXISTING WALL AT

FLOOR PLAN
 Scale: 1/8" = 1'-0"



2





2



Chuchian Roofing and Construction Inc.

3818 SE 2nd St

Ocala, Fl. 34471

352-266-2927

CCC1328922 CGC1512355

General and Roofing Contractor

5 A.

Date	Estimate
4/1/2026	26015

Culinary Perfection LLC C/O Downtown Square Ocala LLC Suite 104 101 E Silver Springs Blvd. Ocala, Fl. 34470

Description	
Parcel 2823-064-006	36 Bistro Build out
Install new A/C units per load calculations	\$37,500.00
Repair all duct work as needed and wiring as needed	Incl.
Crane service to install Roof mounted units	Incl.
Install Range Hood and Venting per Code and fabricate air supply and Fire system as required.	\$24,500.00
Install exterior vent in concrete wall per building code.	\$15,000.00
Install grease trap assy and plumbing per code in allocated area under stair well.	\$22,000.00
Misc. Supplies	Incl.
Permits and Inspections per FI 8th Edition Building Code	Incl.
Mobilization	Incl.
Includes all disposal, equipment and transportation fees.	Incl.
Includes details and adjustments without Change Orders or Additional charges.	Incl.
Estiame	\$99,000.00

Ho.Man Contracting, LLC

PO Box 249

Anthony, FL 32617-0249

Office: 352-390-8020

Fax: 352-509-3150

E-mail ho.mancontracting@yahoo.com

PROPOSAL

5
B.

Date	Estimate #
1/29/2026	1293

Name / Address
Castro Propertieis Angie Lester

Description	Qty	U/M	Rate	Total
Mobilization	1		750.00	750.00
Downtown A/C Change Out 4 (2 Ton) Heat Pump A/C Systems Remove Existing A/C Air Handler Units from Suspended Ceiling Area Install New Air Handler Units in place and connect to existing duct work, electric and copper piping With use of Crane Service, remove the existing condensing unit from roof top of building Install New Units in Place. Connect to Existing Electric and Cooper Piping Install New Thermostats for Each Unit - Power each unit on and test all functions	1		34,580.00	34,580.00
Build Piping/ Vent Outside/ (Platform and Cage Included)	1		25,000.00	25,000.00
Install Pipe through Wall	1		15,000.00	15,000.00
Per City of Coala Instructions install Grease Trap in basement; and tie into existing sewer			18,500.00	18,500.00
Permits (Estimated as this is currently unknown)	1		2,000.00	2,000.00
Miscellaneous Supplies	1		4,170.00	4,170.00
			Total	

Customer Signature - Approval of Proposal

Ho.Man Contracting, LLC

PO Box 249

Anthony, FL 32617-0249

Office: 352-390-8020

Fax: 352-509-3150

E-mail ho.mancontracting@yahoo.com

PROPOSAL

Date	Estimate #
1/29/2026	1293

Name / Address
Castro Propertieis Angie Lester

Description	Qty	U/M	Rate	Total
<p>Notes: *Proposal is valid for 60 Days *No inside work other than installing Pipe in the wall for vent to hook up to, other than grease trap *Pricing for Greasetrap is good only up to a 600 gallon grease trap; anything more will require a price increase *This is a rough estimate. There is no way project if things will occur during the work, which will require additional to resolve. *DUE TO THE UNSTABLE COST OF MATERIALS THIS QUOTE IS SUBJECT TO PRICING ADJUSTMENTS AT TIME MATERIAL SHIPPING</p>				
			Total	\$100,000.00

Customer Signature - Approval of Proposal _____

COPY

LEASE

THIS LEASE made as of the Lease Date by and between Landlord and Tenant

W I T N E S S E T H:

**ARTICLE I
LEASE TERMS/DEFINITIONS**

Section 1.01 Terms.

Landlord Name and Address:

Downtown Square Ocala, LLC, a Florida limited liability company
95 Forest Avenue
Locust Valley, NY 11560

Tenant Name and Address:

Culinary Perfection LLC, a ~~Washington~~Florida limited liability co
~~_____~~ 2227 Landrea Loop
~~_____~~ The Villages, FL 32163

Tenant Trade Name:

Permitted Use:

Restaurant

Tenant's Tax ID Number:

~~_____~~ 47-3381255

Center:

101 East Silver Springs Blvd,
Ocala, FL 34471

Leased Premises:

Suite 104, inclusive of adjacent patio area

Square footage of Leased Premises:

+/- 1,657 sq ft MOL

Lease Commencement:

~~February~~ January ____ 01, 2026

Rent Commencement:

The earlier of 180 days after Lease Commencement ~~July 1, 2026~~ and opening day

Lease Expiration Date:

10 years from Rent Commencement

Option:

~~N/A~~ One option of Five (5) Years

Base Rent:

See Exhibit B

Pass Through Rent:

Tenant shall be responsible for its pro-rata share of operating expenses for the building, including real estate taxes ("Taxes"), building insurance ("Insurance"), and common area maintenance ("CAM"). The total Taxes, Insurance and CAM expenses shall be \$9.04 PSF for the calendar year 2025. Reassessed Annually. CAM expenses shall be capped at an annual six and one half ~~eight~~ percent (86.5%) escalation. There shall be no cap on Taxes and Insurance, which are beyond Landlords control.

Security Deposit: \$13,838.75

Advanced Rent: \$9,567.38

Tenant Improvement Allowance: \$100,000 pursuant to Article 5.01.

Broker: Angie Lester of Boyd Real Estate

Guarantors: Name/Address/SSN
 Name: Sean Langan
 Address: 2227 Landrea Loop
The Villages, FL
32163
 SSN: _____

Section 1.02 Premises.

In consideration of the rents, covenants and agreements made by Tenant, the Landlord leases to Tenant the premises, sometimes describes as Suite 104 in the Center. (hereinafter the "Premises" and "Center"). The approximate location and boundaries of the Premises are outlined in red on the site plan and/or floor plan which is marked exhibit A attached hereto and made a part hereof.

Section 1.03 Term and Commencement.

- (a) The term of this lease shall commence on the Lease Commencement Date, The term of this Lease shall end of the Lease Expiration Date without any further notice.
- (b) The term "Lease Year" shall mean a period of twelve (12) full consecutive calendar months. The first lease year shall commence as of the Lease Commencement Date. Each subsequent Lease Year shall commence on the anniversary of the Lease commencement date of the first Lease Year.
- (c) Tenant shall have the option to extend this Lease for One (1) Option of Five (5) Years ("the Option Term"). Provided Tenant has not been in default of any terms and/or material conditions of this Lease. Tenant must provide written notice to Landlord of its intentions to exercise its option to extend at lease one hundred and eighty days (180) prior to the Lease Expiration Date of the then applicable Option Term(s).
- (d) Upon commencement of the Option Term, if exercised, Base Rents shall be at the greater of \$35psf and 100% Fair Market Value. Base Rents shall increase 3% per annum each year thereafter.

**ARTICLE II
RENT**

Section 2.01 Payment of Rent.

Tenant hereby covenants and agrees to pay Landlord "Base Rent", "Pass Through Rent" and any other charges, as herein provided which are deemed rent hereunder and collectively herein called "Rent", without any prior demand, deduction or offset whatsoever. Rent shall be paid to the Landlord, at Landlord's Address, or at such other place/personal as may be designated in writing from time to time by Landlord.

If rent is not received by Landlord by the fifth (5th) day after it is due, it shall be subject to an automatic late charge of 10% of such Rent and an additional late charge of 5% of Rent every fifth (5th) day thereafter. After any default that remains uncured following notice pursuant to Section 11.03, all such charges, along with the rent, shall be pain in the form of a cashiers' check, certified check or money order. Acceptance of the Rent or any portion thereof shall not constitute a waiver of such charges.

If Tenant's Rent check is returned for any reason, Tenant agrees to pay Landlord \$100.00 as a handling charge in addition to any applicable late charge. Returned checks must be redeemed by cashier's

check, certified check or money order. In the event more than one (1) Rent check is returned, all subsequent Rent must be paid by cashier's check, certified check or money order.

Rent shall accrue and be paid on a calendar month, to the extent the Rental Commencement Date or the Lease Expiration Date is other than the first or last day of the calendar month, respectively. Base Rent and all other Rents shall be prorated accordingly.

Notwithstanding anything in this Lease or the Terms Summary to the contrary, Landlord grants Tenant a "Free Rent Period" free of Base Rent and free of Pass Through Expenses ("Free Rent") commencing on the Lease Commencement Date and continuing through the earlier of the date which is 180 days after the Lease Commencement Date July 1, 2026 and the Date Tenant opens for business, ~~inclusive of soft opening~~. All terms, conditions and obligations of Tenant, other than the payment of Free Rent, shall be in full force and effect during the Free Rent Period.

Section 2.02 Security Deposit.

Landlord acknowledges receipt from Tenant of the Security Deposit. Provided, Tenant shall have made all payments and performed all its obligations as set out herein, the Security Deposit, without interest, shall be refunded to Tenant after termination of this Lease. Landlord, at its sole option, may apply all or part of such Security Deposit to cure any default. Tenant shall promptly restore any deficiency in the Security Deposit. Tenant waives the benefit of any law requiring the Security Deposit to be held in escrow or in trust, and the Security Deposit may be commingled with Landlord's other fund. As further security for Tenant's obligation hereunder, Tenant hereby grants to Landlord a security interest under the Uniform Commercial Code in all of Tenant's goods and property about the Premises.

Section 2.03 Base Rent.

- (a) Tenant shall pay to Landlord, Base Rent in equal monthly installments, in advance on the first day of each and every calendar month.
- (b) Any payment not received by Landlord by the fifth (5th) day of the month shall be considered late and a default of the terms hereof.
- (c) The Base Rent shall increase annually following the rent commencement date pursuant to Exhibit B

Section 2.04 Pass Through Expenses

In addition to paying the Base Rent specified in this Lease, Tenant shall pay as "Additional Rent" all Pass Through Expenses (including, but not limited to, insurance, taxes and reasonable expenses associated with common area maintenance ("CAM") as more particularly provided for herein), plus all other amounts required by this Lease to be paid to Landlord, plus applicable sales and use tax thereon. Base Rent and Additional Rent are hereinafter collectively "Rent".

A. Taxes: Tenant shall pay as Pass Through Expenses during the term of this Lease Tenant's proportionate share of all taxes, including but not limited to the ad valorem and real estate taxes, assessments (special or otherwise) and all other governmental impositions and charges of every kind and nature whatsoever, assessed, levied or imposed against the Premises, as well as its proportionate share of all such taxes, assessments and charges levied or imposed against the Center (not leased to other Tenants), or any part or use or occupancy thereof (i.e. land, building, fixtures and/or other improvements) imposed by a taxing or lawful authority having jurisdiction therefor. Taxes shall also include all costs and expenses (including, but not limited to, attorneys' fees and appraisers' fees) incurred by Landlord in undertaking any proceedings to contest the amount of taxes.

B. Insurance: Tenant shall pay as Pass Through Expenses during the term of this Lease its proportionate share of the Landlord's insurance premiums on the Center including, but not limited to, public liability, property

damage, rent insurance, flood insurance and all other insurance as may be determined by Landlord to be commercially reasonable and advisable.

C. Operating Expenses: Tenant shall pay as Pass Through Expenses during the term of this Lease its proportionate share of the Landlord's reasonable operating costs and reasonable expenses to maintain the Common Areas of the Center (as hereinafter defined). Common area maintenance shall mean Landlord's costs (including appropriate reserves not to exceed five percent (5%) of annual CAM) attributable to the common areas and facilities within or serving the Center, including, but not limited to all fees, costs and expenses incurred by Landlord for or in connection with the operation, maintenance, management, replacement and repair (including alterations and additions necessary to maintain compliance with governmental requirements) of the Center, including, without limitation, any amounts paid for: (a) utilities, including but not limited to electricity, power, gas, steam, oil or other fuel, water, sewer, lighting, heating, air conditioning and ventilating, (b) permits, licenses and certificates necessary to operate and manage the Center, and costs of complying with other legal requirements, including, without limitation, the Americans with Disability Act of 1990 (42 U.S.C. § 12101 et seq.) and the regulations promulgated thereunder ("ADA"), (c) supplies, materials, tools, equipment, and vehicles used in the operation, repair, maintenance and security, floor care and cleaning, landscaping, and other services for the Center, including rental, installment purchase and financing agreements therefor and interest thereunder, (d) accounting, legal, inspection, consulting and other services, (e) wages, salaries, bonuses, and other compensation and benefits for any manager, personnel and other parties engaged in the operation, maintenance or security of the Center, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits, data or payroll processing expenses relating thereto (if the manager or other personnel are located off-site and handle other properties, the foregoing expenses shall be allocated appropriately between the Center and such other properties), (f) payments under any easement, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs in any development of which the Center is part, (g) alarm monitoring and security service, to the extent applicable, janitorial service, trash removal, (h) parking surcharges or fees that may result from any environmental or other law or guideline, (i) telephone directory listings for the Center, (j) appropriate reserves for operation of the Center and for covering uninsured portions, including deductible amounts, of casualty damage and general liability claims relating to the Center, (k) operation, maintenance, repair, installation, replacement, inspection, testing, painting, decorating and cleaning of: (i) elevators, escalators, fire exits and stairways, (ii) sidewalks, curbs, gutters, guardrails, bumpers, fences, flagpoles, flags, banners, bicycle racks, Center identification and pylon signs, directional signs, traffic signals and markers, including those located off-site but installed for the benefit of the Center, (iii) parking structures, parking lots, loading and service areas and driveways (including sweeping, cleaning, re-striping, repairing, sealing, re-surfacing and replacement), (iv) storm and sanitary drainage systems, including disposal plants, lift stations and detention ponds and basins, (v) irrigation systems, (vi) any systems and equipment, (vii) interior and exterior planting, replanting and replacement of flowers, shrubbery, plants, trees, grass, sod and other landscaping, (viii) all portions of buildings, both interior and exterior, in the Center, including without limitation, Common Areas and fixtures, equipment and other items therein or thereon, including but not limited to floors, floor coverings, corridors, ceilings, foundations, walls, wall-coverings, restrooms, lobbies, canopies, skylights, trash and ash cans and receptacles, trash compactors, planters, waterfalls, fountains, pools, benches, furniture, doors, locks and hardware, windows, glass and glazing, (ix) gutters and downspouts, roof flashings and roofs (including repairs and replacements), and (n) an amount equal to ten percent (10%) of all of the foregoing costs and expenses as an administrative fee.

Notwithstanding the foregoing, Center operating costs shall not, however, include: (i) the cost of renovating, decorating or improving tenant space for other tenants or prospective tenants of the Center, (ii) any cost for which Landlord is reimbursed by insurance or other tenants; (iii) costs incurred by Landlord for capital improvements, except to the extent amortized over the useful life of such improvements, and (iv) debt service on any mortgage or rent under any ground lease affecting the Center.

D. The proportionate share of taxes, insurance and common area maintenance costs applicable to the Premises shall be calculated by multiplying the Landlord's expenses relative to such items for that year by a fraction, the numerator of which shall be the number of square feet contained in the Premises and the denominator of which shall be the aggregate number of square feet of leasable space in the Center. The Landlord shall estimate its costs for such items referred to in this section and the Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of the Base Rent. After the end of each calendar

year, the Landlord shall furnish Tenant a statement of the actual costs for taxes, insurance and common area maintenance expenses and there shall be an adjustment between the Landlord and the Tenant, with payment to or repayment or credit by Landlord as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period. Pass-Through Expenses shall be adjusted annually. Notwithstanding the foregoing, Tenant's annual Pass-Through Expenses shall not increase by more than six and one-half percent (6.5%) over the prior Lease Year.

E. Notwithstanding anything herein to the contrary all Pass-Through Expenses for the period though the end of the current calendar year 2025 shall be assessed at the rate of \$9.04 per square foot.

F. Audit Right. Tenant or its authorized representative shall have the right, upon not les that thirty (30) days' prior written notice to Landlord, to audit Landlord's books and records relating to Pass-Through Expenses for the immediately preceding calendar year. Such audit shall be conducted during normal business hours at Landlord's office or such other location where records are maintained. Tenant shall bear the cost of such audit. Any overcharge revealed by such audit shall be credited against the next installment(s) of Pass-Through due, or refunded to Tenant within thirty (30) days if the Lease Term has expired. Tenant's right to audit shall expire twelve (12) months following Tenant's receipt of the annual statement of Pass-Through Expenses.

Section 2.05 Sales Tax.

If applicable, Tenant shall pay to Landlord or to the appropriate agency, any and all applicable sales, excise, transfer and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by any taxing authority upon this Lease or Rent payable hereunder.

ARTICLE III INTENTIONALLY OMITTED

ARTICLE IV COMMON AREAS

Section 4.01 Common Areas Defined.

Common Area is the part of the Center designated by Landlord from time to time for the nonexclusive common use of all tenants, their officers, agents, employees, customers, and other parties designated by Landlord. Common Areas include without limitation, parking areas, access roads, sidewalks, landscaped areas, loading docks, elevators, lobby and other similar areas, facilities, and improvements. Landlord reserves the right to add to, delete or otherwise change from time to time the dimension and location of the Common Areas and improvements which comprise of the Common Areas.

Section 4.02 Management and Operation of Common Areas.

Landlord will operate and maintain or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be appropriate. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas and the Center, (ii) to enter into, modify and terminate easements and other agreements pertaining to the Center and the use and maintenance of the parking areas and other Common Areas, (iii) to close temporarily any or all portions of the Common Areas, upon reasonable advance notice to Tenant, except in the case of emergency (iv) to restrict parking by Tenant and its officers, agents and employees to designated parking areas, (v) to discourage non customer parking, and (vi) to do and perform such other acts in and to said areas as Landlord shall determine to be advisable. Tenant shall provide Landlord on request, the

automobile license numbers of employee cars. Provided however, nothing herein shall permit Landlord to materially impair Tenant's full access via auto and foot, materially impair the visibility of Tenant's space, or materially affect Tenant's parking.

ARTICLE V IMPROVEMENTS, REPAIRS AND ALTERATIONS

Section 5.01 Tenant's Work/Improvement Allowance at Lease Commencement.

Landlord shall not be responsible for any improvements to the Premises. Landlord's sole responsibility shall be to provide the "Tenant Improvement Allowance" if, and as set out below, for initial improvements at the commencement of this Lease. Tenant takes the Premises in "AS IS" condition. Tenant, at its own cost and expense, shall be responsible for all improvements ("Tenant's Work") necessary to prepare the Premises to open for its Permitted Use including, without limitation, painting, and installation of flooring, new trade fixtures, furnishing and equipment. All Tenant's Work shall be diligently performed in a good and workmanlike fashion and must comply with all laws, ordinances, and permit requirements. Before any such improvements are made, Tenant shall submit its plans, drawings, specifications (which shall be drawn by a licensed architect), and the name and address of its general contractor to Landlord for Landlord's approval. Tenant may not do any work, as part of Tenant's Work which requires permits without Landlord's approval. If Tenant's Work is not completed as required herein, Landlord may enter upon the Premises and do what is required to complete Tenant's Work, including without limitation, proceeding with Tenant's contracts, contractors, and equipment. All vendors or contractors must be licensed and insured. Landlord shall have no liability to Tenant for any loss or damage resulting from such action and Tenant shall pay to Landlord upon demand any expense incurred in taking such action. Any work done by Landlord in the Premises on the Tenant's behalf shall, upon Landlord's request, be paid for by the Tenant in advance.

If there is a Tenant Improvement Allowance contemplated by the Lease Terms in Article I hereof, then Landlord has agreed to provide to Tenant such Tenant Improvement Allowance. The Tenant Improvement Allowance shall be paid by Landlord to Tenant as a cash reimbursement or as a credit against installments of Rent, at Landlord's option, ten (10) business days after the following conditions have been satisfied:

- (i) Tenant has delivered to Landlord as-built plans for all Tenant's Work, together with an unconditional certificate of completion for all Tenant Work from Marion County and any other applicable regulatory authorities;
- (ii) Tenant has delivered to Landlord its certificates that all Tenant work has been completed in accordance with the terms of this Lease, Landlord approved plans and all applicable laws, ordinances and regulations;
- (iii) Tenant has delivered to Landlord a final lien release from its general contractor and all subcontractors;
- (iv) Tenant has delivered to Landlord its general contractors certificate that all Tenant Work has been completed in accordance with the approved plans;
- (v) Tenant has delivered to Landlord paid receipts evidencing the amount of Tenant Improvement Allowance, up to the maximum permitted hereunder, expended by Tenant
- (vi) If Landlord is responsible for any Landlord's Work hereunder, Tenant has delivered to Landlord a written acknowledgement that all such work has been satisfactorily completed and the Premises has been accepted by Tenant.

Tenant shall be responsible for filing and receiving Grant funds including but not limited to CRA funds from the City, County or Town. Proof of applications and receipt of funds shall be submitted to Landlord within 15 days of filing and/or receipt of same.

Landlord agrees to provide a Tenant Improvement Allowance not to exceed \$100,000 provided the terms above are met.

Section 5.02 Landlord's Duty to Repair.

Except as otherwise set out herein, Landlord shall keep and maintain in good repair the, plumbing and electrical systems servicing the building in which the Premises are located, ~~i-~~including windows, foundation, roof and roof membrane, structural and exterior walls which are part of or enclose the Premises. Except as otherwise provided herein, Landlord shall not be responsible to keep or maintain: (i) the doors, door frames, door checks, and window frames located in exterior building walls; (ii) repairs to any work done by Tenant or resulting from any burglary or any forcible entry into the Premises; (iii) any repairs required to be made by reason of the acts or failure to act of Tenant, its agents, invitees, customers or employees; (iv) the leased patio area and or its landscaping for same; (v) HVAC repair or replacement of same.

Landlord shall not be called upon to make any other improvements or repairs of any kind upon the Premises and appurtenances.

Section 5.03 Tenant's Duty to Repair.

Except for the repairs to be performed by Landlord, Tenant shall keep and maintain in good order, conditional and repair (including any such replacement and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances thereto wherever located ("Repairs"), including, without limitation, the exterior and interior portion of all doors, all plumbing and sewage facilities within the Premises including free flow up to the main sewer line, HVAC, fixtures, walls, floors, ceiling and meters applicable to the Premises, and all installations made by or altered by Tenant. In addition, Tenant shall be responsible to maintain and repair the leased patio area including but not limited to landscaping or ~~resurfacing~~resurfacing for same.

Tenant, at their sole expense shall enter into a Service Maintenance Contract for the HVAC system and all of its parts Tenant shall supply a copy of same to Landlord within fifteen (15) days of installation. If Tenant shall fail to enter into a Service Contract with a licensed and insured air conditioning sub-contractor and fails to cure such failure within fifteen (15) days of written notice from Landlord, it shall be considered a default under the provision of the Lease and the Landlord may either enforce the Default Provision as set forth within the Lease or enter into a Service Contract on behalf of the Tenant and the costs of the Service Contract shall be payable by Tenant as AAdditional Rent hereunder. Tenant shall be responsible, at its sole costs and expense, for all costs incidental to repair, maintain and replace, the HVAC system, all of its parts and components, as needed, throughout the Term hereof, including Renewal or Option Terms if applicable.

Section 5.04 Alterations/Additional Tenants Work.

Other than Repairs, Tenant's Work and the installation of unattached trade fixtures and furniture, Tenant shall not make any alteration of, or addition or improvement (collectively "alterations") to the Premises without obtaining the Landlord's prior written consent. Any work done by Tenant, after the initial Tenant's Work shall be deemed Tenant's Work and shall be governed by Section 5.01 above.

All alterations, Repairs and Tenant's Work (hereinafter collectively "Improvements") shall become the property of the Landlord upon installation and shall not be removed by Tenant unless otherwise required to do so. Notwithstanding the foregoing, Tenant's trade fixtures, furniture, and equipment shall remain Tenant's property and may be removed by Tenant at the expiration or earlier termination of this Lease, provided Tenant repairs any damage caused by such removal.

Section 5.05 Mechanics Liens.

No Improvements performed by Tenant pursuant to this Lease, shall be deemed to be required by or for the immediate use and benefit of Landlord. ~~No No Notice of Commencement~~, mechanics or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to make any Improvements. Tenant shall file a Notice of Commencement as required by Section 713.13, Florida Statutes, for Tenant's Work, identifying Tenant as the "Owner" with a leasehold interest and

identifying Landlord as the fee simple titleholder, in accordance with Chapter 713, Florida Statutes. Tenant shall pay promptly all persons furnishing labor or materials with respect to any Improvements. In the event any Notice of Commencement, mechanics or ~~p~~ other lien shall at any time be filed against any portion of the Premises or any interest of Landlord by reason of work, ~~Labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant,~~ Tenant shall immediately cause the same to be discharged of records or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be discharged or bonded immediately after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon, shall be due and payable by Tenant to landlord. All amounts owed by Tenant to Landlord under this Article V shall be deemed Aadditional Rent hereunder.

ARTICLE VI CONDUCT OF BUSINESS BY TENANT

Section 6.01 Opening Date and Occupancy.

Tenant shall conduct its business in the Premises in a lawful and first-class manner, at all times from the Commencement Date through the Expiration Date, as same may be extended. Tenant shall be open no less than 4 days per week. Tenant shall not permit the premises to go dark, except for periods not exceeding fourteen (14) consecutive days for renovations, repairs, or circumstances beyond Tenant's control, provided Tenant gives Landlord prior written notice when practicable.

Section 6.02 Operations.

The Premises shall be used and occupied by Tenant solely for the Permitted Use and for no other use. Tenant will conduct its business under Tenant's Trade Name and no other name.

Tenant Shall:

- Not violate and shall comply with all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Premises and/or Center;
- Obtain all required licenses and permits, and will comply with such standards established and recommendations, made from time to time or requirements of all carriers of insurance on the Premises and any Board of Underwriters, Rating Bureau or similar body standard which are applicable to the Premises or the use and occupancy thereof by Tenant;
- At Tenant's sole costs and expense, make all changes to the Premises which are or hereafter may be required in order to comply with the foregoing;
- Not commit or suffer to be committed any waste upon the Premises and/or Center;
- Not allow or permit any occurrence which constitutes a nuisance, or otherwise interferes with the safety, comfort or convenience of Landlord, other tenants or anyone lawfully using the Center including, without limitation the emanation of noise or odors from the Premises; and
- Install, within fifteen (15) days after written notice, at Tenant's sole cost and expense, sound reducing products to be approved by Landlord, in its sole and absolute discretion, should Landlord determine that there is any kind of a noise issue cause by Tenant's use of the Premises. Tenant shall be required to maintain any loudspeakers, P.A. systems, and noise making devices, in such a manner so as to be audible only to anyone inside the Premises; and
- Have no claim against Landlord for any damages nor shall any of Tenants obligations hereunder be affected should the use and occupancy of the Premises for the Permitted Use be prohibited or impaired by reason of act of any governmental authority.

Americans with Disabilities Act of 1990 (ADA): Effective as of the Commencement Date, Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Premises which may be required by the ADA of 1990. Tenant shall indemnify and

hold Landlord harmless from and against any and all costs incurred arising from the failure of the Premises: to conform to the ADA, including the cost of making the alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from a violation or violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including reasonable attorneys' fees.

Fire Sales, Auctions, Etc., Prohibited: Tenant shall not conduct within or from the Premises any fire, auction, bankrupt "going-out-of-business", "lost-our-lease", or similar sales, and shall not advertise the same on the Premises and/or Center, or operate within the Premises a "wholesale" or "factory outlet" store, a "second-hand" store, or any store conducted in whole or principally for the sale of second-hand goods or surplus articles, insurance salvage stock, fire-sale stock or bankruptcy stock.

Section 6.03 Utilities.

Tenant shall be responsible to pay for all utilities used or consumed in the Premises including, but not limited to, electric, gas (if applicable), and trash removal. If any utilities are not separately metered, Landlord will bill Tenant for the pro rata share used by Tenant, plus 6% management fee, and payment will be due with the following month's Rent.

Landlord may, by fifteen (15) days written notice to Tenant, elect to supply or disconnect supply of all or any utility services to Tenant so long as the applicable rates charged by Landlord do not exceed the rates the utility company would charge Tenant. Whether or not Landlord shall supply a utility service to the Store, Landlord shall not be liable in damages or otherwise for any interruption, impairment or discontinuance in the supply of such utility service, nor shall any such interruption, impairment or discontinuance constitute a breach by Landlord of the terms and conditions of this Lease nor shall any such interruption constitute a ground for an abatement of any sums payable by Tenant hereunder. Tenant shall not at any time overburden or exceed the capacity of the mains, ducts, feeders, conduits or other facilities by which utility services are supplied to, distributed in or serve the Premises. If at any time, Landlord decided to have premises sub-metered. Tenant shall be responsible for their proportionate share of utilities.

Section 6.04 Increased Cost of Insurance.

Tenant will not use or occupy the Premises or permit anything to be done which will violate the provisions of any casualty, liability or other insurance carried by Landlord or will prevent Landlord from obtaining such insurance with carriers acceptable to Landlord. If Tenant shall use or occupy the Premises do or permit anything to be done which increases the cost of any casualty, liability or other insurance coverage carried by Landlord or other tenants, the Tenant shall pay the cost of any such increase of premiums on demand.

Section 6.05 Signs/Show Windows.

Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without first obtaining Landlord's written approval and consent. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with applicable ordinance or other governmental restrictions. The determination of such governmental restrictions and prompt compliance therewith shall be the responsibility of the Tenant. All signs of Tenant visible from the Common Area of the Center shall be in good taste and shall conform to the standards of design motif, decor and all other criteria from time-to-time established by Landlord for the Center. No symbol, design, name, mark or insignia adopted by Landlord for the Center shall be used without the prior written consent of Landlord. If Landlord installs a freestanding sign for the benefit of all tenants, Tenant shall reimburse Landlord in full for his pro rata share. Tenant may have space on the monument sign at Tenant's cost. Tenant is entitled to ONE spot on the current monument signage. Tenant shall ~~barebear~~ all

costs incidental to same.

Section 6.06 Surrender/Holdover.

On the Lease Expiration Date, Tenant shall surrender all keys to the Premises to Landlord and shall deliver the Premises clean and neat and in the same condition and repair which they are required to be kept by Tenant throughout the term hereof, except to the extent Tenant is required by Landlord or is permitted to and does elect to remove any Improvements. Prior to the expiration of the lease term, Tenant shall remove all its trade fixtures from the Premises and repair any damage to the Premises caused by removal of trade fixtures or Improvements required or permitted to be removed hereunder. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term. Any items remaining in the Premises on the Lease Expiration Date at Landlord's sole discretion may be disposed of for the account of Tenant or shall be deemed abandoned for all purposes and shall become the property of Landlord and the latter may dispose of the same without liability of any type or nature. Notwithstanding anything to the contrary contained herein, if this Lease is terminated prior to its scheduled expiration as the result of a Tenant default, all trade fixtures shall be deemed fixtures, remain with the Premises and become the sole and exclusive property of Landlord.

In the event Tenant continues to occupy the Premises after the expiration of the term, without being given or being entitled to a renewal or new lease, during such hold over period, Tenant shall be responsible to pay monthly rental equal to 200% of the rent payment due for the last full month of the lease term. This provision shall not give Tenant any right to continue occupancy following the expiration of this Lease, except with the consent of Landlord. Tenant shall be liable to Landlord for all damages occasioned by such holding over, including but not limited to claims by any succeeding occupants of the Premises for such delay. Landlord in its sole discretion may apply all or a portion of the Security Deposit to such amounts due.

Section 6.07 Grease Trap.

Tenant's Improvement shall include installation of a grease trap in the basement of the building. Tenant shall be responsible for ongoing maintenance, pumping, and inspection of the grease trap. In the event the City of Ocala or any other governmental authority having jurisdiction requires, at any time during the Lease Term or any Renewal Term, that Tenant install a different grease trap system (including but not limited to an in-ground system), Tenant shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Landlord, without penalty or further obligation, except for obligations accruing prior to the effective date of termination. Upon such termination, Landlord shall return to Tenant any prepaid rent and the Security Deposit, less any amounts owed by Tenant to Landlord.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 7.01 Indemnification.

Tenant indemnifies Landlord and saves Landlord harmless from and against any and all claims, actions, damages, liability and expense (including but not limited to attorneys' fees and disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use of the Premises or any part of Landlord's property, or occasioned wholly or in part by any act or omission of Tenant or any contractor, subcontractor, customer, agent, servant, employee, or invitee or of Tenant, including, but not limited to, matters relating to Environmental Claims as hereinafter defined.

Section 7.02 Landlord Not Responsible for Acts of Others.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons

occupying or using any other part of the Center, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from any defect in the construction or maintenance of the Premises, the Center or any utility line serving the Center. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Center as Tenant is herein given the right to use, at Tenant's own risk.

Section 7.03 Required Insurance.

At all times after the execution of this Lease, Tenant shall carry and maintain at Tenant's sole cost and expense:

- (a) Comprehensive public liability insurance with respect to the Premises and the sidewalks immediately adjacent thereto with minimum limits of Two Million Dollars (\$2,000,000) on account of personal injuries to or death per occurrence; and comprehensive property damage insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence.
- (b) Fire insurance, with such extended coverage endorsements including but not limited to, vandalism, malicious mischief, sprinkler leakage, water damage, plate and other glass coverage, and other endorsements as Landlord may from time-to-time require, covering all of Tenant's stock in trade Improvements and Signs to the extent of at least one hundred percent (100%) of their replacement cost.
- (c) Business interruption insurance, products liability insurance and/or such other coverages in such amounts as Landlord may reasonably require or approve.
- (d) If and to the extent required by law, workmen's compensation or similar insurance in form and amounts required by law.

Landlord may increase amount or type of insurance to amounts or types generally required by Landlords of similar tenants in the area. The company or companies writing any insurance which Tenant is required to carry and maintain as well as the form of such insurance shall at all times be subject to Landlord's insurance requirements and to Landlord's approval. Any such company or companies shall be licensed to do business where the Premises is located. Such insurance shall name Landlord and/or its designee as additional insured and contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) day's written notice to the additional insured(s). Promptly upon commencement of Tenant's obligation to procure the same, Tenant shall deposit with Landlord evidence that the insurance required to be maintained by Tenant hereunder is in full force and effect. If Tenant shall fail to perform any of its obligations with regard to obtaining or evidencing its obtaining insurance, Landlord may immediately perform the same and the cost of same shall be payable upon Landlord's demand.

Section 7.04 No Concurrent Insurance.

Tenant shall not take out separate insurance concurrent in form or contributing, in the event of loss, with that required to be furnished by Tenant, or increase the amounts of any existing insurance by securing an additional policy or additional policies without naming Landlord and all other persons/ entities then required to be named as additional insured pursuant hereto as additional insured parties thereunder.

Section 7.05 Waiver of Subrogation.

Tenant agrees that, in the event that the contents of the Premises or any other property of Tenant shall be damaged or destroyed by fire or other insured casualty, the rights, if any, of Tenant against Landlord or its principals, agents, servants or employees with respect to such damage or destruction are waived; and that, if available, all policies of fire and/or extended coverage or other insurance covering the property of Tenant, shall contain a clause or endorsement providing in substance that the insurance shall

not be prejudiced if the insured have waived right or recovery from any person or persons prior to the time of loss or damage, if any.

Section 7.06 Cooperation.

Both the Landlord and Tenant shall cooperate with the other party in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

**ARTICLE VIII
EMINENT DOMAIN/CASUALTY**

Section 8.01 Leased Premises.

- (a) In the event of a casualty or a taking by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of a conveyance in lieu thereof (which events are herein collectively referred to as a "Taking") of the whole or any part of the Premises, then Landlord shall have the option to terminate or continue this Lease, such termination to be effective, at the option of Landlord, upon the date title to the Premises vests in the condemning authority or the date when Tenant is required to yield possession thereof.
- (b) (i) If there shall be a Taking and this Lease is not terminated as set forth in 8.01(a), then this Lease shall continue in full force and effect, except that the Gross Rent shall be reduced to be that sum which bears the same proportion to the Gross Rent in effect immediately prior to such Taking as the floor area of the Premises remaining after such Taking bears to the floor area of the Premises immediately preceding such Taking, such reduction to commence as of the date that Tenant is required to surrender possession of the part taken and Landlord shall only be obligated to restore the remaining portion of the Premises to the extent of proceeds actually received for such purposes.
- (ii) In the event of a casualty and Landlord does not elect to terminate this Lease, then Landlord shall upon receipt of insurance monies repair the same, provided that such repairs can reasonably be made within one hundred and eighty (180) days of commencement. If such repairs cannot reasonably be made within one hundred and eighty (180) days of commencement, the Lease may be terminated by Tenant but only by written notice on or before the latter of five (5) days after written notice from Landlord that the repair will not be completed within one hundred eighty (180) days of commencement, or the date which is one hundred eighty (180) days after Landlord commenced such repairs but failed to complete the same.

Section 8.02 Dispute as to Percentage of Taking.

Whenever there is a dispute as to the percentage of any Taking, the determination of Landlord's architects shall be conclusive and binding upon the parties hereto.

Section 8.03 Waiver of Right to Compensation.

In the event of any Taking of the Premises, the Common Areas, or any other portion of the Center, whether whole or partial, all compensation awarded or payments made for the Taking of the fee and leasehold estate, as damages or otherwise, shall belong to and be the property of Landlord, except that Tenant shall be entitled to recover from the condemning authority, but not from Landlord, such amounts as may be separately awarded to Tenant for removal expenses, business dislocation damages and moving expenses under applicable law, but only if such claim of Tenant shall not diminish or adversely affect Landlord's award. Tenant hereby assigns to Landlord all right, title, and interest of Tenant in and to

any compensation awarded or payment made for leasehold damages and/or diminution of the value of Tenant's leasehold estate.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Section 9.01 Landlord's Consent Required.

Tenant will not voluntarily, involuntarily, by operation of law or otherwise assign, sublet, license, mortgage or otherwise transfer this lease in whole or in part, or permit the Premises or any part thereof to be used or occupied by others without first obtaining the consent of Landlord. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. No consent by landlord to an assignment shall release Tenant from its obligations under this lease, except as specifically provided herein. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees and such other reasonable charges which Landlord incurs or causes to be incurred in connection with the processing, documentation and determination of any requested subletting or assignment of this Lease or Tenant's interest in and to the Premises, and payment shall be due from Tenant to Landlord upon demand.

Section 9.02 Transfer of Ownership of Tenant.

If Tenant is a corporation, a partnership, limited liability company, trust or other artificial entity, and if at any time after execution of this Lease any part or all of any interest in Tenant shall be transferred by sale, assignment, bequest, in heritage, operation of law or other disposition (including a transfer to or by a receiver or trustee in Federal or State bankruptcy, insolvency, or other proceedings), so as to result in a change in the present control of Tenant, including without limitation, a change in a beneficial interest of Tenant (i.e. change in ownership of a corporate general partner) shall constitute an assignment of this lease for all purposes. Tenant shall provide a current list of beneficial owners and their interests, or a list of shareholders and the number of shares owned by each shareholder, as applicable, as of the Lease Commencement Date.

Section 9.03 Acceptance of Rent from Transferee.

The acceptance by Landlord of the payment of Rent following any assignment or other transfer prohibited by this Article shall not be deemed to be consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

Section 9.04 Assignment of Rights.

As security for the obligations of Tenant under this Lease, Tenant does hereby assign, transfer and set over unto Landlord all of the rights, title and interest of Tenant in and to any sublease by Tenant. Neither an assignment by Tenant of its right in any sublease, nor an agreement by Landlord to accept any subtenant as a tenant of Landlord, shall constitute a waiver by landlord of the provisions and limitations in this lease, or constitute an agreement by Landlord to perform any of the obligations of Tenant under any sublease of the Premises. Tenant shall indemnify, defend, save and hold Landlord harmless of and from any and all loss, cost, expense or liability pursuant to any sublease. Until the occurrence of default by Tenant under this Lease, Tenant may continue to collect the rent and other sums payable under the sublease(s) assigned hereby; but from and after the occurrence of an event of default all such rent and other sums shall be paid to Landlord and applied by Landlord on account of rent and other sums due by Tenant to Landlord pursuant to this and shall be (and may be) relied upon by the subtenant in making payments to Landlord. No subtenant shall be liable to Tenant for any payment made by the subtenant to Landlord pursuant to this paragraph. No sublease shall be valid or effective unless it shall expressly restate therein the provisions of this paragraph.

ARTICLE X ESTOPPEL AND SUBORDINATION

Section 10.01 Execution of Estoppel Certificate.

Tenant shall, at any time, and from time-to-time within five (5) days after written request by Landlord, execute, acknowledge and deliver to Landlord a written instrument in recordable form: (i) ratifying this Lease; (ii) confirming the Commencement Date and expiration date of the term hereof; (iii) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated therein and attached thereto; (iv) certifying that to the best knowledge of the signer of such certificate, all conditions and agreements in this Lease to be satisfied or performed by Landlord have been satisfied and performed (except as shall be stated) and certifying that Landlord is not in default under this Lease and that there are no defenses or offsets against the enforcement of this Lease by Landlord (or stating the defaults and/or defenses claimed by Tenant); (v) certifying the amount of security deposit, advance rent, if any, paid by Tenant and the date to which rent has been paid and (vi) any other information which Landlord shall require. Tenant agrees that any such statement may be relied upon by any prospective purchaser of the Center or any interest therein or any Mortgagee or prospective Mortgagee of the Center of any interest therein or any assignee of Landlord's interest in this Lease or any part thereof. The failure of Tenant to execute, acknowledge and deliver to Landlord a statement in accordance with the provisions of 10.01 above within five (5) days after Landlord's written request shall constitute an acknowledgment by Tenant which may be relied upon by any persons holding or intending to acquire any interest whatsoever in the Premises or the Center that this Lease has not been assigned modified or supplemented and is in full force and effect and that the Gross Rent and all items of additional rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any person entitled to rely on such statements a waiver of any defaults by Landlord and any defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request.

Section 10.02 Subordination.

Tenant hereby subordinates all of its right, title and interest in and under this Lease to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the real estate and/or buildings of which the Premises is a part or against any buildings hereafter placed upon said real estate of which the Premises is a part. Although this is a self-operative subordination provision, Tenant agrees to execute a separate Subordination and Attornment Agreement requested by any Lender of Landlord, which is customary and reasonable in similar loan transactions. Any Lender of Landlord may elect to subordinate its loan to this Lease.

Section 10.03 Attornment.

Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

ARTICLE XI TENANT DEFAULTS, REMEDIES

Section 11.01 Default.

In the event the Premises becomes deserted, or stands vacant, or if Tenant defaults in the payment of Rent or in the performance of any covenant, agreement, obligation, or in the event the Tenant or any Guarantor shall die, become insolvent, or file a petition in voluntary bankruptcy, or have an involuntary petition in bankruptcy filed against it, Landlord may at Landlord's option and without notice to Tenant, which is hereby expressly waived, immediately or at any time thereafter exercise the remedies set out herein or available at law or in equity.

Notwithstanding the foregoing for non-monitory defaults, Tenant shall in no event be in default in the performance of any of its obligations in this Lease contained unless and until Tenant shall have failed to commence to perform such obligation within Ten (10) days notice by Landlord to Tenant specifying wherein Tenant has failed to perform any such obligation or shall have failed to proceed thereafter with reasonable diligence to compete such performance.

Section 11.02 Remedy.

Following the occurrence of a default hereunder Landlord may:

- A. Declare this lease terminated and this Lease shall expire as fully and completely as if that day were the date herein originally fixed for the expiration of the term and Tenant shall quit and surrender the Premises to Landlord, but Tenant shall nevertheless continue to remain liable hereunder.
- B. Accelerate all or any of the Rent due for the unexpired balance of the term of this Lease.
- C. Re-enter the Premises and remove all persons and all or any property therein by any suitable action or proceedings at law or in equity, or by force or otherwise, without being liable for any projection therefor or damages therefrom, and repossess and enjoy the Premises, together with all additions, alterations and improvements. Such re-entry shall not relieve Tenant from the obligation to make the rental payments required by this Lease at the time and in the manner provided herein. Upon such re-entry Landlord may, but shall not be required to, repair, remodel and/or change the character of the Premises as Landlord may see fit, and/or at any time relet the Premises in whole or in part, as the agent of Tenant, or otherwise, in the name of Landlord or of Tenant, as Landlord shall see fit, and Landlord may receive the rents therefore, applying the same first to the payment of such reasonable expenses as Landlord may have incurred in entering, dispossessing, reletting, repairing or altering the Premises and then to the fulfillment of the covenants of Tenant herein, including but not limited to, the rental payments required hereunder, retaining any balances until the date the term of this Lease would otherwise have expired as security for the payment of all obligations of Tenant which may arise and be unpaid during such period. If Landlord, after such re-entry shall be unable to obtain sufficient rent for the Premises to pay the amount of expenses hereinabove specified in addition to the payment of the rent required hereunder, and fulfillment of the covenants of Tenant herein, Tenant shall pay to Landlord such difference at the end of each month during the remainder of the term. In attempting to relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.
- D. Landlord shall at all times have the right without prior demand or notice except as required by applicable Law to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Tenant hereby waives any right to require that Landlord post a bond in connection therewith, and (ii) sue for and collect any unpaid Rent which has accrued.
- E. Cure the default at Tenant's cost and expense.
- F. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law s in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise. Landlord shall not, by receiving partial payments of Rent in arrears, be deemed to have waived any rights herein for non-payment of Rent, or for any other default on the part of Tenant. In addition to all of the remedies granted Landlord in this respect, Landlord shall also have the right to invoke any remedy allowed at law or equity to enforce Landlord' s right s hereunder or any of them, as if re-entry and other remedies were not herein provided for. The remedies set out herein are Cumulative and Non-Exclusive. If Landlord terminates this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate Landlord's damages except to the extent required by applicable law. If Landlord has not terminated this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate under any circumstances and may permit the Premises to remain vacant or abandoned. If Landlord is required by applicable Law to mitigate damages under this Lease: (a) Landlord shall be required only to use reasonable efforts to mitigate, which shall not exceed such efforts as

Landlord generally uses to lease other space at the Center, (b) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Center before reletting all or any portion of the Premises, and (c) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Store during such period. In recognition that the value of the Center depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's published rates for new leases of comparable space at the Center at the time in question, or at Landlord's option, below the rates provided in this Lease, or containing terms less favorable than those contained herein or for a use or tenant acceptable to Landlord, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

- G. In addition to all of the remedies granted Landlord in this respect, Landlord shall also have the right to invoke any remedy allowed at law or equity to enforce Landlord's rights hereunder or any of them, as if re-entry and other remedies were not herein provided for.
- H. In addition to all damages provided by law and his Lease, Tenant shall also be liable for the following sums paid by Landlord and attributed to any default hereunder:
 - a. The costs of complying with any of Tenant's obligations hereunder;
 - b. Brokers fees incurred by Landlord for reletting part or all of the Premises;
 - c. The cost of removing and storing Tenants property;
 - d. The costs of repairs, alterations, decorations and remodeling necessary or desirable to put the Leased Premises in a condition acceptable to a new tenant;
 - e. Reasonable attorneys fees and costs incurred
 - f. The value of any free rent or rent concession or abatement, Tenant Improvement Allowance, or other allowance, or credit provided to Tenant under this Lease; and
 - g. Other expenses incurred by Landlord for enforcing its remedies.

Section 11.03 Notice to Tenant.

Notwithstanding anything herein above stated, Landlord agrees that Landlord will not exercise any right or remedy provided for in this Lease or allowed by law because of any default of Tenant, unless Landlord shall have first given written notice thereof to Tenant and Tenant, within a period of five (5) days thereafter shall have failed to pay the sum or sums due if the default consists of the failure to pay money, or if the default consists of something other than the failure to pay, Tenant shall have failed within thirty (30) days thereafter to cure such default provided however if said default is not capable of being cured in the thirty (30) days period the Tenant shall not be deemed to be in default if the Tenant has commenced action to cure said default within said thirty (30) day period and diligently prosecutes such cure to completion within sixty (60) days of the notice of default. Provided, further, that no such notice from Landlord shall be required nor shall Landlord be required to allow any part of the said notice period if Tenant shall have temporarily or permanently ceased operating and using the Premises to the extent and in the manner required under Article VI hereof, or Tenant shall have filed a petition in bankruptcy or made an assignment for the benefit of creditors or shall otherwise initiate proceedings for the appointment of a receiver of Tenant's assets, or if a receiver or trustee is appointment for Tenant or the Guarantor and such receivership or trusteeship is not terminated within thirty (30) days, or if Tenant defaults in an obligation hereunder of which cannot be cured, and provided further that Landlord shall not be required to give any notice called for by this Section 11.03 more than once time in any twelve (12) month period.

ARTICLE XII MISCELLANEOUS

Section 12.01 Landlords Right of Entry.

Landlord reserves the right at all reasonable times during the term of this Lease for Landlord or Landlord's agents to enter the Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchasers or tenants, and to make such repairs, alterations, improvements, or additions as Landlord may deem reasonably necessary. Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises, the usual notices advertising the Premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation.

Section 12.02 Landlords Exculpatory Clause.

Notwithstanding anything to the contrary contained herein it is specifically understood and agreed that there shall be no personal liability of Landlord in respect of any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this lease, Tenant shall look solely to the equity of the Landlord in the Center for the satisfaction of Tenant's remedies, it being understood and agreed that the exculpation of Landlord (and its successors and assigns) shall be absolute. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of the Landlord accruing from and after the date of such transfer.

Section 12.03 Landlord's Defaults.

Landlord shall in no event be in default in the performance of any of its obligations in this Lease contained unless and until Landlord or the holder of any mortgage on the Premises shall have failed to commence to perform such obligation within ten (10) days after notice by Tenant to Landlord and to such mortgagee properly specifying wherein Landlord has failed to perform any such obligation or shall have failed to proceed thereafter with reasonable diligence to complete such performance.

Section 12.04 Landlord's Covenant.

Upon payment by Tenant of the Rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly enjoy the Premises for the term hereby demised without hinderance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any mortgages to which this Lease is subordinate.

Section 12.05 Rules and Regulations.

Tenant agrees to comply with and observe all reasonable written rules and regulations established by Landlord from time to time. Landlord shall provide Tenant with copies of any new rules and regulations, or modifications to the same, at least thirty (30) days prior to the effective date of such rules and regulations. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Notwithstanding the forgoing, Landlord shall make their best efforts avoid creating a material hardship for Tenants intended use as contemplated herein with any revisions to the Rules and Regulations

Section 12.06 Notices.

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be given by United States certified mail, return receipt requested, postage prepaid or by overnight courier service which provides receipt upon delivery and shall be addressed (a) if to Landlord, hand delivery, at its principal place of business or at such other address as Landlord may designate by written notice, from time to time, and (b) if to Tenant at the Premises or at such other address as Tenant shall designate by written notice, from time to time. All notices shall be deemed given two (2) days after being deposited, properly addressed, in the United States mail, as herein provided, regardless of whether such notice is undelivered, or the addressee should refuse to accept delivery thereof for any reason, and

the next business day when sent via overnight courier service or upon tender if by hand delivery.

Section 12.07 Recording.

Tenant shall not record this Lease without the written consent of Landlord, however, upon the request of Landlord, the Tenant shall join in the execution of a memorandum or so called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the leased Premises, the terms of this Lease, and special provision and shall incorporate this Lease by reference.

Section 12.08 Furnishing of Financial Statements.

Upon Landlord's written request, in order to aid Landlord in the sale, financing or refinancing of the Premises or the Center, Tenant shall promptly furnish Landlord, within thirty (30) days of request from Landlord, financial statements reflecting the financial condition of Tenant and any Guarantors.

Section 12.09 Change of Name.

Landlord shall have the right to change the name or designation of the Center, without liability to Tenant.

Section 12.10 Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the Gross Rent herein stipulated, or any other amount required to be paid under this Lease shall be deemed to be other than on account of the amount due payable by the Tenant, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of the amount due or pursue any other remedy in this Lease provided.

Section 12.11 Laws to Govern.

This Lease shall be governed by, and construed in accordance with, the laws of the state wherein the leased Premises is situated. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

Section 12.12 Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and conditions hereof.

Section 12.13 Time of the Essence.

It is understood and agreed between the Landlord and Tenant that time is of the essence with respect to all terms and provisions of this Lease.

Section 12.14 Waiver of Jury Trial.

Both Landlord and Tenant agree to and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto under or in connection with this Lease.

Section 12.15 Entire Lease/Counterparts.

It is expressly understood and acknowledged by and between the parties hereto that this Lease and the Riders and Exhibits attached hereto and forming a part hereof set forth all of the promises, agreements, conditions and understandings between Landlord and Tenant relating to the Premises and the demise, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. This Lease may be signed in one or more counterparts. Each shall be deemed an original instrument, and all together shall be deemed one complete instrument. Signatures provided electronically or by facsimile transmission shall be accepted as originals.

Section 12.16 Brokers.

Tenant represents and warrants to Landlord that other than Angie Lester of Boyd Real Estate Group, Tenant has had no dealings, negotiations or consultations with respect to the Premises or this transaction with any broker or other intermediary and that no other broker or other intermediary called the Premises to Tenant's attention for lease. In the event that any broker or finder other than the Broker claims to have submitted the Premises or any other space in the Center to Tenant, to have induced Tenant to lease the Premises or to have taken part in any dealings, negotiations, or consultations with respect to the Premises, the Center or this transaction, Tenant shall be responsible for and will indemnify and save harmless Landlord from and against any and all costs, fees (including, without limitation, attorney's fees), expenses, liabilities and claims incurred or suffered by Landlord as a result thereof.

Section 12.17 Construction.

It is the intent of the parties hereto that if any term, covenant, or condition of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which shall render it valid. Printed parts of this Lease shall be as binding upon the parties hereto as other parts hereof. parts of this Lease which are written or typewritten shall have no greater force or effect than and shall not control parts which are printed, but all parts shall be given equal effect. Tenant declares that Tenant has read and understands all parts of this Lease, including all printed parts hereof.

Section 12.18 Attorney's Fees.

In the event of any controversy arising under or relating to the interpretation or implementation of this Lease or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith.

**ARTICLE XIII
ENVIRONMENTAL LAWS AND HAZARDOUS WASTE COMPLIANCE**

Section 13.01 Compliance.

Tenant shall strictly comply, at its sole cost and expense, with any and all applicable federal, state and local environmental laws, rules, regulations, permits and orders affecting the Premises and the business operation of Tenant conducted in the Premises, whether now in effect or as may be promulgated hereafter, and as may be amended from time to time (hereinafter referred to as "Environmental Laws"), and Tenant shall obtain and strictly comply with, at its sole cost and expense, all federal, state and local permits and other governmental approvals in connection with Tenant's use and occupancy of the Premises.

Section 13.02 Hazardous Materials.

Without limiting the generality of Section 13.01, Tenant, at its sole cost and expense, shall strictly

comply with any and all applicable Environmental Laws relating to the recycling, reuse, storage, handling, disposal and presence of any "Hazardous Materials" (as hereinafter defined) in or about the Premises. Tenant shall not permit or allow any "Hazardous Materials" in or about the ~~Premises~~Premises except when necessary in the operation of Tenant's business and then only in such minimum amounts as may be required for such use. As used in this Section, the term "Hazardous Material(s)" shall mean any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants" or other pollution under any applicable Environmental Laws. Tenant shall not permit or allow, and shall take all actions necessary to avoid, the occurrence of any spills of Hazardous Materials in or about the Premises. Tenant shall promptly advise Landlord in writing immediately upon becoming aware of:

- (a) the existence of any spills, releases or discharges of Hazardous Materials that occur in or about the Premises, on or away from the Premises as the result of any use of the Premises, and of any existing or threatened violation of this Section;
- (b) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened by any governmental authority with respect to the Premises from time to time under any applicable Environmental Laws;
- (c) any and all claims made or threatened by any nongovernmental party against Tenant or the Store relating to damage, contribution, costs, recovery, compensation, loss or injury resulting from any Hazardous Materials or any violation of applicable Environmental Laws; and
- (d) Tenant's discovery of any occurrence or condition on any real property adjoining or in the immediate vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability, or use of the Premises under any Environmental Laws.

Section 13.03 Waste Discharge.

Without limiting the generality of Section 13.01, at all times during the term of this Lease and any renewals or extension hereof, Tenant, at its sole cost and expense, shall comply with any and all applicable laws, regulations, ordinances, permits and orders regulating the type and quantity of waste that may be discharged into the sanitary sewer system serving the Premises. Tenant agrees to limit its discharges of waste into the sanitary sewer system to "Domestic Waste Water," as such term is defined by Rule 17-6.030(22) of the Florida Administrative Code as amended from time to time, or as the term may be defined by other laws, regulations, ordinances, permits or orders presently in effect or hereafter enacted, as such laws, regulations, ordinances, permits or orders may be amended from time to time. In no event, however, shall Domestic Waste Water be construed to mean or include any "Non- Domestic Waste Water" that has undergone "Pretreatment" as the latter term is defined in Rule 17-6.030(63) of the Florida Administrative Code or as defined by other laws, regulations, ordinances, orders or permits presently in effect or hereafter enacted, as such laws, regulations, ordinances, orders or permits may be amended from time to time.

Section 13.04 Environmental Claims.

Without Landlord's prior written consent. Tenant shall not enter into any settlement, consent or compromise with respect to any "Environmental Claim(s)", as hereinafter defined, provided, however, the Landlord's prior consent shall not be necessary for Tenant to take any remedial action if order by a court of competent jurisdiction or if the presence of Hazardous Materials at the Premises poses an immediate, significant threat to the health, safety or welfare of any individual otherwise requires an immediate remedial response. As used in this Section. "Environmental Claim(s)" shall mean any claim(s) or cause(s) of action resulting from the failure of Tenant or the Premises to comply with any Environmental law relating to Hazardous Materials, industrial hygiene, or environmental conditions. In any event, Tenant shall promptly notify Landlord of any action so taken.

Section 13.05 Energy Efficiency.

Tenant is advised that pursuant to Florida Statutes Section 553.996, Tenant may have the energy efficiency rating of the building determined.

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Public Health Unit of the County in which the Center is located.

(Remainder of Page Intentionally Left Blank – Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of this

_____ day of _____, 20____. Signed, and delivered in the presence of:

Witness as to Landlord:

Signature of Witness

Print Name

Landlord:

Downtown Square Ocala, LLC a Florida
Limited Liability Co

By: _____

Name: _____

Title: _____

Witness as to Tenant:

Tenant:

Culinary Perfection LLC, a Florida limited
liability company

By: _____

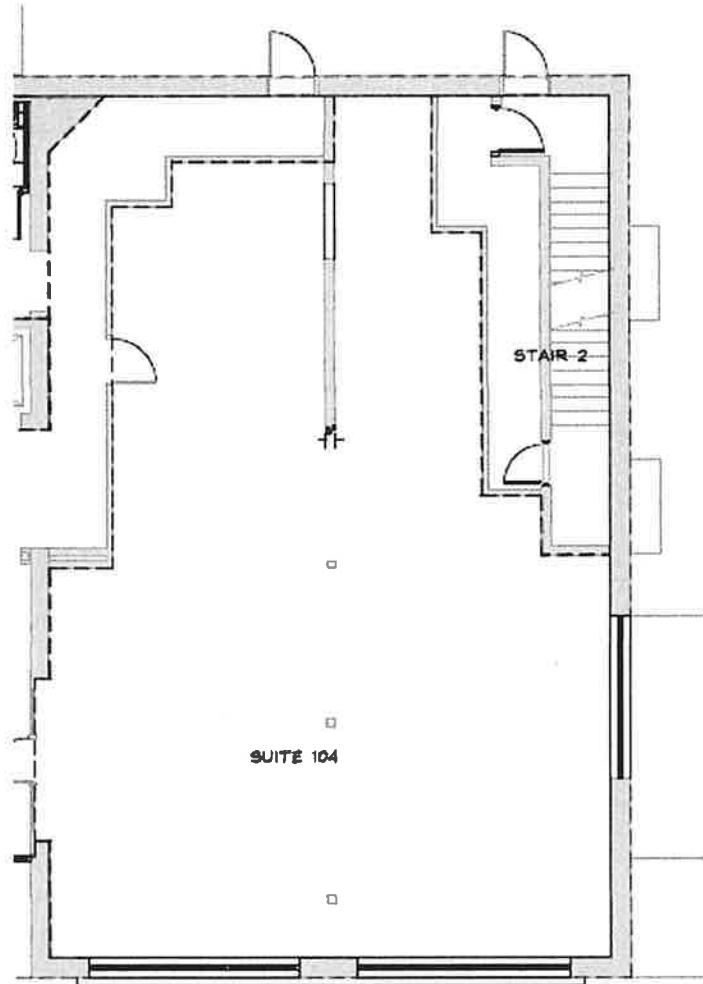
Signature of Witness

Print Name _____

Name: _____

Title: _____

EXHIBIT A SITE PLAN



**EXHIBIT B
BASE RENT SCHEDULE**

Year	SF	Base PSF	Base Rent - Monthly	Base Rent - Per Annum	Monthly Pass Through	Per Annum Pass Through	Base + Pass Through - Monthly	Base + Pass Through - Per Annum
1	1,697	\$ 25.00	\$ 3,535.42	\$ 42,425.00	\$ 1,276.99	\$ 15,323.91	\$ 4,812.41	\$ 57,748.91
2	1,697	\$ 25.75	\$ 3,641.48	\$ 43,697.75	TBD	TBD		
3	1,697	\$ 26.52	\$ 3,750.72	\$ 45,008.68	TBD	TBD		
4	1,697	\$ 27.32	\$ 3,863.25	\$ 46,358.94	TBD	TBD		
5	1,697	\$ 28.14	\$ 3,979.14	\$ 47,749.71	TBD	TBD		
6	1,697	\$ 28.98	\$ 4,098.52	\$ 49,182.20	TBD	TBD		
7	1,697	\$ 29.85	\$ 4,221.47	\$ 50,657.67	TBD	TBD		
8	1,697	\$ 30.75	\$ 4,348.12	\$ 52,177.40	TBD	TBD		
9	1,697	\$ 31.67	\$ 4,478.56	\$ 53,742.72	TBD	TBD		
10	1,697	\$ 32.62	\$ 4,612.92	\$ 55,355.00	TBD	TBD		

*CAM to be reassessed annually

EXHIBIT C TENANT RULES AND REGULATIONS

1. PARKING.

- a. 303 NE 1st Ave Parking Lot - Tenants and occupants of the building shall have access to the parking areas through common driveways. Parking areas are non-exclusive and available to all Tenants and their employees, licensees, and guests, other than reserved spaces Landlord may, at any time during the term by notice to Tenant, designate for Tenant's use other reasonable parking spaces in the premises provided the number of parking spaces in not reduced by mutual agreement. No commercial or recreational vehicles shall be parked on the premises except those vehicles parked on a short time temporary basis while delivering, repairing, or servicing the premises and/or the tenants
- b. 117 E Silver Springs Parking lot – Shall be used for Retail Users ONLY. No Tenant parking is permissible at any time. Parking will be strictly monitored and enforced. No commercial or recreational vehicles shall be parked on the premises except those vehicles parked on a short time temporary basis while delivering, repairing, or servicing the Premises and/or the tenants.

2. CURTAINS, AWNINGS. No curtains, draperies, blinds, shades, screens or other covering shall be attached to, hung on, or used in connection with any window or door of the demised Premises without the prior written consent of the Landlord, in each and every case. Curtains, draperies, blinds, shades, screens or other covering must be of a quality type design and color approved by Landlord. Further, all draperies, shades, screens or other covering shall have a neutral color of fabric facing exterior window views.

No awnings or other projections shall be attached to the outside walls of the buildings in the Center. Tenants shall not place anything or allow anything to be placed near the glass of any window, door, partition, or wall which may appear unsightly from inside or outside of the Premises.

3. INGRESS/EGRESS AT THE CENTER. The parking areas, sidewalks, entrances, passages, courts, stairways, corridors, and halls shall not be obstructed or encumbered by any Tenant, unless a Tenant is specifically granted such right in his Lease, nor used for any purpose other than ingress and egress to and from the Premises.

4. WASH CLOSETS & PLUMBING FIXTURES. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be placed therein. All damages resulting from any misuses of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensee shall have caused the same.

5. NOISE. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or others having business with them, whether by the use of any musical instrument, radio, talking machine, musical noise, whistling, singing, or in any other way. No Tenant shall throw anything out of the doors, windows, or skylights, or down the passageways.

6. SAFES AND OTHER HEAVY OR LARGE OBJECTS. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during normal business hours which the Landlord or its agent may determine from time to time. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon 2-inch-thick plank strips to distribute the weight. The moving of safes or other fixtures or bulky matter of any kind must be made after previous notice to and approval of the Manager of the Center. Any damage done to the Center, or to the Tenants, or to other persons in bringing in or removing safes, furniture, or other bulky or heavy articles shall be paid for by the Tenant.

7. NOTICE TO MANAGEMENT. The requirements of Tenants will be attended to only upon application at the management office. Employees shall not perform any work or do anything outside of the regular duties, unless under special instructions from the office of the Landlord.

8. CANVASSING, SOLICITING, AND PEDDLING. Canvassing, soliciting, and peddling in the Center are prohibited and each Tenant shall cooperate to prevent the same.

9. KEYS. The Landlord may retain a pass key to the leased Premises and be allowed admittance thereto at all times to enable its representative to examine said Premises.

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

11. CHEMICALS. No Tenant, nor any of the Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive fluid, chemical or substance.

12. LOST/STOLEN ITEMS. Landlord will not be responsible for any lost or stolen personal property, equipment, money, or jewelry from Tenant's Premises or public rooms or areas regardless of whether such loss occurs when the area is locked against entry or not.

13. HAZARDOUS MATERIALS. No articles deemed as extra hazardous on account of fire or explosion shall be brought into the Premises.

14. LOITERING/LITTERING. No loitering or littering in or around the Center.

15. SMOKING. Smoking is not permitted in, on, or about the premises or the center.

Personal Guaranty of Payment and Performance

In consideration of and as an inducement for the entry into a Lease between Downtown Square Ocala LLC, a Florida limited liability company (hereinafter called "Landlord"), and Culinary Perfection LLC, a Florida limited liability company (hereinafter called "Tenant") of which this Guaranty is an integral part, and in further consideration and other good and valuable consideration the sufficiency of which is acknowledged by the undersigned, Sean Langan with a SSN of _____, (hereinafter collectively called, the "Guarantor"), Guarantor hereby guaranties to Landlord, the full and prompt

payment of all sums due under and performance of all obligations under the Lease. Guarantor does hereby become surety to Landlord, for and with respect to all of the aforesaid obligations of Tenant under the Lease. If at any time Tenant shall default in the payment of any sums payable by Tenant under the Lease or performance of any obligations under the Lease, Guarantor will forthwith pay such sums, and perform such obligations, and will forthwith pay to Landlord all damages and all costs and expenses that may arise in consequence of any default by Tenant (including, without limitation, all attorneys' fees incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty).

1. The undersigned have a financial interest in Tenant and will benefit from the Lease.

2. The undersigned, jointly and severally, do here by guarantee to the LANDLORD and to any mortgagee holding a mortgage upon the interest of LANDLORD in the Leased Premised, the due and punctual payment of all Rent and other sums payable under said Lease as well as the full and prompt and complete performance by the TENANT of all and singular the covenants, conditions and provisions in said Lease contained on the part of the TENANT therein to be kept, observed and performed, for the full term of said Lease and any extension thereof, as permitted by the Lease.

3. This Guaranty is an absolute and unconditional guaranty of payment and is a surety agreement. Guarantor acknowledges that this Guaranty is in effect and binding on Guarantor without reference to whether it is signed by any other person or persons. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security and this Guaranty shall be enforceable against Guarantor, and Guarantor's heirs, executors, administrators and assigns, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or Tenant's successors and assigns, of any of the rights of Landlord pursuant to the Lease.

4. This Guaranty shall be a continuing Guaranty and the liability and obligation of Guarantor hereunder shall be joint and several and shall be absolute and unconditional and shall remain in full force and effect without regard to and shall not be released, discharged or in any way impaired by:

a. Any Amendment to or assignment of the Lease;

b. Any exercise or non-exercise of any right, power, remedy or privilege under the Lease or this Guaranty or any waiver by Landlord with respect to any obligations under the Lease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time;

c. Any death, bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, its successors and assigns or their properties or creditors; and

d. Any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the bankruptcy laws or any other statute or from the decision of any court.

5. All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

6. As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury.

7. This Guaranty shall be legally binding upon Guarantor and Guarantor's heirs, executors, administrators and assigns and shall inure to the benefit of Landlord and its successors and assigns.

8. This Guaranty shall expire at the end of the 3rd year following the Rent Commencement Date provided Tenant has not been in default and remains in good standing pursuant to all terms set in the Lease.

GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT GUARANTOR MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERE ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD ENTERING INTO THE LEASE.

(Remainder of Page Intentionally Left Blank – Signature Page to Follow)

IN WHITNESS WHEREOF, the Guarantor intending to be legally bound hereby has executed this Guaranty as of this _____ day of _____, 20____. Signed, and delivered in the presence of:

Witness as to Guarantor:

Signature of Witness

Guarantor:

By: _____

_____)
Print Name

Name: _____

State of _____)
Country of _____)

On this, the _____ day of _____, 20_____, before me, the subscriber, a notary public in and for the said county and state, _____ personally known to me or _____ who produced identification and who is known to me to be the person whose name is subscribed within the Guaranty, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Print Name: _____

Commission Expires: _____

DOWNTOWN SQUARE OCALA, LLC
VEHICLE LOG

TENANT NAME: _____

SUITE #: _____

VEHICLE TAG NUMBERS:

Please return completed vehicle log via email to Jamie.Montera@CastroProperties.com

This Commencement Date Agreement is made as of the _____ day of _____, 20____
("Agreement"). By and between Downtown Square Ocala, LLC ("Landlord") and Culinary
Perfection LLC ("Tenant")

WITNESSETH:

Whereas, Landlord and Tenant entered into that certain lease dated
_____(**"The Lease"**), setting forth the terms of occupancy by Tenant of the
demised premises, as such term is defined in the Lease, in the building located at 101 E Silver
Springs Blvd, Suite 104, Ocala, FL 34471. All capitalized terms used herein and not otherwise
defined shall have the same meanings ascribed to them in the Lease; and

Whereas, the parties desire to confirm the Commencement and Expiration Date of the
aforementioned Lease.

Now, therefore, the parties acknowledge and agree as of the date hereof as follows:

1. The Date of Possession Shall be _____.
2. The Rent Commencement Date shall be _____.
3. The Lease Expiration Date shall be _____.
4. This Agreement may be executed in any number or counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.
Facsimile and/or electronically transmitted signatures shall be deemed to be and shall have
the same force and effect as original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first
written above;

Landlord:
Downtown Square Ocala, LLC

Tenant:
Culinary Perfection, LLC

By: _____

By: _____

Name/Title: _____

Name/Title: _____

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Florida Limited Liability Company
DOWNTOWN SQUARE OCALA LLC

Filing Information

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State FL
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Principal Address

95 FOREST AVENUE
LOCUST VALLEY, NY 11560

Mailing Address

95 FOREST AVENUE
LOCUST VALLEY, NY 11560

Registered Agent Name & Address

GRANET, LLOYD P.A.
2295 NW CORPORATE BLVD., SUITE 235
BOCA RATON, FL 33431-7330

Authorized Person(s) Detail

Name & Address

Title MGR

CASTRO, BERNADETTE
95 FOREST AVE
LOCUST VALLEY, NY 11560

Title Authorized Representative

Terri, Keogh Austing
95 FOREST AVENUE
LOCUST VALLEY, NY 11560

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Foreign Limited Liability Company
CULINARY PERFECTION, LLC

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Principal Address

1715 SOUTH INCLINE DRIVE
GREENACRES, WA 99016

Mailing Address

2227 LANDREA LOOP
THE VILLAGES, FL 32163

Registered Agent Name & Address

TIFFANY, CORRINA E
2227 LANDREA LOOP
THE VILLAGES, FL 32163

Authorized Person(s) Detail

Name & Address

Title MGR

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2227 LANDREA LOOP
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2026	03/03/2026

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