

IN THE CIRCUIT COURT OF THE 15TH  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.:

SAUL HOLDINGS LIMITED  
PARTNERSHIP, a Maryland limited  
partnership,

Plaintiff,

vs.

CRYO GROUP BOCA INC.,  
t/a iCryo, a Florida corporation  
and ARIC LEMON, individually

Defendants.

---

**COMPLAINT FOR TENANT EVICTION AND FOR DAMAGES**

Plaintiff, SAUL HOLDINGS LIMITED PARTNERSHIP, a Foreign limited partnership company ("Plaintiff"), by and through its undersigned counsel, sues Defendants, CRYO GROUP BOCA INC. t/a iCryo, a Florida Corporation ("Cryo") and ARIC LEMON, individually ("Lemon")(collectively "Defendants"), and alleges:

**ALLEGATIONS COMMON TO ALL COUNTS**

1. Plaintiff is a Maryland limited partnership authorized to conduct and conducting business and owning real property in Palm Beach County, Florida.
2. Upon information and belief, Defendant Cryo is a Florida corporation authorized to conduct and conducting business in Palm Beach County, Florida.
3. Upon information and belief, Defendant Lemon is a resident of and domiciled in Broward County, Florida.
4. This is an action for damages in an amount in excess of \$50,000.00, exclusive of interest, costs and attorney's fees.

5. Plaintiff is the owner of the following described real property which is the subject of the action herein located in Palm Beach County, Florida:

7531 N. Federal Highway, Suite E-2  
Boca Raton FL 33487

(hereinafter "the Property").

6. Upon information and belief, at all times material hereto, Defendant Cryo is and has been in possession of the Property.

7. All of the transactions and occurrences giving rise to the causes of action set forth herein arose and transpired in Palm Beach County, Florida, Defendant Cryo conducts business in Palm Beach County, Florida, the Property is located in Palm Beach County, Florida and Defendants breached a lease and/or guaranty respectively in Palm Beach County, Florida.

8. All conditions precedent to the maintenance of the causes of action set forth herein have been performed, excused or waived.

9. Plaintiff has retained the law firm of Shapiro, Blasi, Wasserman & Hermann, P.A. to represent it in this lawsuit and has agreed and become obligated to pay it a reasonable fee for its services.

#### **FACTUAL ALLEGATIONS**

10. On or about October 25, 2021, Plaintiff entered into a written Shopping Center Retail Lease (the "Lease") with Defendant Cryo for the lease and use of the Property, which was inadvertently referred to as 7401 N. Federal Highway, Suite 28 in the Lease, commencing on April 16, 2023 and terminating on July 31, 2028. A true and correct copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by reference.

11. Pursuant to Article 3(b) of the Lease, Defendant Cryo or its assigns agreed to pay Plaintiff minimum monthly rent in the amount of \$7,280.00 during the first year, together with sales tax, percentage rent and other charges pursuant to the terms of the Lease with increases thereafter in accordance with the terms of said Article.

12. Pursuant to Article 8 of the Lease, Defendant Cryo was obligated to pay its proportionate share of annual operating costs during the term of the Lease.

13. Pursuant to Article 9 of the Lease, Defendant Cryo was obligated to pay its pro-rata share of real estate taxes.

14. Pursuant to Article 10 of the Lease, all sums required to be paid under the Lease are deemed additional rent.

15. Pursuant to Article 29 of the Lease, in the event any installment of rent due thereunder was not paid when due, Defendant Cryo was obligated to pay interest on such installment at the rate of eighteen percent (18%) of the amount of any unpaid installment plus a late charge equal to five percent (5%) of any delinquent payment.

16. On or about July 25, 2022, Defendant Cryo and Plaintiff entered into a First Amendment to Lease Agreement ("First Amendment"). A true and correct copy of the First Amendment is attached hereto as Exhibit "B" and incorporated herein by reference.

17. Pursuant to the terms of the First Amendment, Article 3(a) of the Lease was amended to delete same and replace it with a new "Rent Commencement Date".

18. Pursuant to the First Amendment, the "Rent Commencement Date" was defined to be one hundred fifty (150) days after the date Plaintiff delivered possession of the Property to Defendant Cryo with Plaintiff's Work, as defined in the Lease, substantially completed.

19. On or about September 3, 2021, Defendant Aric Lemon executed his personal guaranty of the Lease (“the Guaranty”) dated October 25, 2021. A true and correct copy of the Guaranty is attached hereto as part of Exhibit “A” and incorporated herein by reference.

**COUNT I**  
**BREACH OF LEASE AGREEMENT AND FIRST AMENDMENT BY DEFENDANT**  
**CRYO**

20. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 18 above, as if more fully set forth herein.

21. Defendant Cryo has breached the terms of the Lease and First Amendment by failing to completely pay its full rental obligations due to Plaintiff, including base rent, sales tax, real estate taxes, and late charges and its proportionate share of operating expenses for the period from August 1, 2025 through January 1, 2026 in the amount of \$48,615.75.

22. As a direct result of Defendant Cryo’s breach and pursuant to Article 29(c) of the Lease, Plaintiff is entitled to rent and other charges due and owing for the period from February 1, 2026 through the end of the term of the Lease, in the amount of \$310,409.97.

23. Defendant Cryo is obligated to Plaintiff under the Lease and First Amendment for a total sum of \$359,025.72 discounted by 6% to present value or \$22,931.97, less Defendant Cryo’s security deposit paid Plaintiff in the amount of \$10,250.63, for a total sum due in the amount of \$325,843.12.

24. Plaintiff notified Defendant Cryo of its breach by certified mail return receipt requested and demanded that said Defendant cure such breach through December 17,

2025. A true and correct copy of Plaintiff's notice is attached hereto as Exhibit "C" and incorporated herein by reference.

25. Notwithstanding Plaintiff's notice, Defendant Cryo has failed and refused and continues to fail and refuse to cure its breach.

26. As a direct result of Defendant Cryo's breach, Plaintiff has sustained and continues to sustain damages in the amount of \$325,843.12.

27. Plaintiff has performed all of its obligations pursuant to the Lease.

28. Pursuant to Articles 29 and 41 of the Lease and Florida Statutes §83.231, Plaintiff is entitled to recover from Defendant Cryo all costs and expenses incurred in the action herein, including reasonable attorney's fees.

WHEREFORE, Plaintiff demands judgment against Defendant Cryo for damages in the amount of \$325,843.12, together with interest, costs and disbursements, reasonable attorney's fees and such other and further relief as is just and proper.

**COUNT II**  
**TENANT EVICTION AS TO DEFENDANT CRYO**

29. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 3, 5 through 18 and 21 through 23, above, as if more fully set forth herein.

30. This is an action for tenant eviction for failure to comply with the terms of the Lease and First Amendment.

31. Plaintiff served Defendant Cryo with five (5) days written notice of its breach in accordance with the terms of the Lease. A true and correct copy of the notice is attached hereto as Exhibit "C" and incorporated herein by reference.

32. Notwithstanding Plaintiff's notice, Defendant Cryo has failed and refused and continues to fail and refuse to cure its breach or vacate the Property.

33. As a direct result of Defendant Cryo's breach and failure to vacate the Property, Plaintiff has been denied possession of the Property.

34. Pursuant to Articles 29 and 41 of the Lease and Florida Statutes §83.231, Plaintiff is entitled to recover from Defendant Cryo all costs and expenses incurred in the action herein, including reasonable attorney's fees.

WHEREFORE, Plaintiff demands judgment against Defendant Cryo for full possession of the Property, attorney's fees and costs pursuant to the Lease and Florida Statutes §83.231 and for such other and further relief as is just and proper.

**COUNT III**  
**BREACH OF GUARANTY BY DEFENDANT LEMON**

35. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 19 and 21 through 23 above, as if more fully set forth herein.

36. The guaranty of Defendant Lemon is in full force and effect and Plaintiff is the owner and holder of same.

37. As a direct result of Defendant' Cryo's breach of the Lease and First Amendment and Defendant Lemon's failure to cure Defendant Cryo's breach of the Lease and First Amendment, Defendant Lemon has breached the Guaranty.

38. Defendant Lemon owes Plaintiff the sum of \$325,843.12 pursuant to the terms of the Guaranty.

39. Plaintiff has demanded that Defendant Lemon cure his breach under the Guaranty. A true and correct copy of such demand is attached hereto as Exhibit "C" and incorporated herein by reference.

40. Notwithstanding the aforesaid demand, Defendant Lemon has failed and refused and continue to fail and refuse to pay same.

41. Pursuant to the terms of the Guaranty, Defendant Lemon is obligated to reimburse Plaintiff for all costs and reasonable attorney's fees incurred in the collection of the monies due and owing to it.

WHEREFORE, Plaintiff demands judgment against Defendant Lemon for damages in the amount of \$325,843.12, together with costs and disbursements, reasonable attorney's fees and such other and further relief as is just and proper.

Dated this 16<sup>th</sup> day of January 2026.

SHAPIRO, BLASI, WASSERMAN  
& HERMANN, P.A.  
Attorneys for Plaintiff  
7777 Glades Road, Suite 400  
Boca Raton, FL 33434  
Telephone: (561) 477 7800  
Facsimile: (561) 477 7722

By: /s/ Andrew M. Dector  
Andrew M. Dector, Esq.  
Florida Bar No. 434876  
Primary E-Mail: [adector@sbwh.law](mailto:adector@sbwh.law)  
Secondary E-Mail: [jsemexant@sbwh.law](mailto:jsemexant@sbwh.law)

EXHIBIT "A"

SHOPPING CENTER RETAIL LEASE

THIS LEASE ("Lease") is made this 25<sup>th</sup> day of October, 2021 (the "Lease Date"), by and between SAUL HOLDINGS LIMITED PARTNERSHIP (hereinafter "Landlord") and CRYO GROUP BOCA INC., a Florida corporation (hereinafter "Tenant") T/A ICRYO.

WITNESSETH:

**1. PREMISES.** (a) For and in consideration of the rent hereinafter reserved, payable in lawful money of the United States of America which shall then be legal tender of all debts, public and private, and the mutual covenants hereinafter contained, Landlord does hereby lease unto Tenant, and Tenant does hereby take from Landlord, an area containing approximately 2,730 square feet (the "Premises") in the Boca Valley Shopping Center (the "Shopping Center"), located at 7401 N. Federal Highway, Suite 28, Boca Raton, Florida 33487 all upon the terms and conditions hereinafter set forth. The Premises are cross-hatched on the site plan attached hereto as Exhibit A and by this reference made a part hereof. Exhibit A sets forth the general layout of the Shopping Center and location of the building in which the Premises will be situated, and shall not be deemed to be a warranty, representation or agreement on the part of the Landlord that said Shopping Center is or will be exactly as indicated.

(b) Except to the extent modified by Landlord's express assumption of construction obligations, if any, expressly provided for in this Lease and in Exhibit E attached hereto ("Landlord's Work"), the Premises are being leased "as is", and Landlord makes no warranty of any kind, express or implied, with respect to the Premises.

**2. TERM.** (a) The term of this Lease shall commence on the Lease Date and shall end sixty-three (63) months after the Rent Commencement Date, as defined in Article 3; provided, however, that if the Rent Commencement Date is a date other than the first day of a month, the term of this Lease shall continue for the number of months set forth above from the first day of the first full calendar month following the Rent Commencement Date.

(b) The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Rent Commencement Date (or on the first day of the calendar month following the Rent Commencement Date if said date is other than the first day of a calendar month), and each succeeding Lease Year shall commence on the anniversary date of the beginning of the first Lease Year.

(c) The parties agree that they shall execute an agreement specifying the Rent Commencement Date and the date of termination of this Lease and such other matters as Landlord may require. Tenant agrees to execute and deliver to Landlord said agreement within five (5) business days after receipt of written notice from Landlord. If Tenant fails to execute and return any such agreement to Landlord within such five (5) day period, then Landlord shall be entitled to collect from Tenant, as liquidated damages with respect to such default of Tenant in addition to Minimum Rent and other amounts payable hereunder, as Additional Rent (as defined in Article 10), an amount equal to one-half of one percent (1/2%) of the monthly amount of Minimum Rent then payable under this Lease, for each day Tenant delays in returning the requested agreement to Landlord.

**3. RENT; DEPOSIT.** (a) Commencing with the Rent Commencement Date, Tenant shall pay "Minimum Rent" for the Premises in accordance with the schedules set forth below. The "Rent Commencement Date" is hereby defined to be the first to occur of (i) the date Tenant opens for business in the Premises, or (ii) one hundred fifty (150) days after the date Landlord delivers possession of the Premises to Tenant with Landlord's Work substantially completed as set forth in Exhibit E. The Minimum Rent shall be payable to Landlord or its designated

agent in advance, in equal monthly installments, without notice or demand therefor, and without deduction, recoupment or setoff, with the first monthly installment to be due and payable no later than the Rent Commencement Date and each subsequent monthly installment to be due and payable on the first day of each and every month following the Rent Commencement Date during the term hereof. If the Rent Commencement Date is a date other than the first day of a month, the first monthly installment of Minimum Rent (together with all other charges payable hereunder) for the period commencing with and including the Rent Commencement Date until the first day of the following month shall be pro-rated at the daily rate of one-thirtieth (1/30th) of the fixed monthly rent or other charges and shall be due and payable on the Rent Commencement Date.

(b) Tenant shall pay Minimum Rent as follows:

Lease Year	Annually	Monthly
1 - 2	\$87,360.00	\$7,280.00
3	\$89,107.20	\$7,425.60
4	\$90,889.34	\$7,574.11
5 to end of original term	\$92,707.13	\$7,725.59

Notwithstanding the foregoing, Landlord shall waive fifty percent (50%) of Tenant's Minimum Rent during the initial one hundred eighty (180) day period following the Rent Commencement Date. Therefore, Tenant shall not be obligated to pay fifty percent (50%) of the monthly Minimum Rent payable or due during the one hundred eighty (180) day period following the Rent Commencement Date.

(c)(1) Landlord hereby acknowledges receipt of \$10,250.63 which shall constitute prepayment of the first full month's Minimum Rent, Real Estate Taxes and Annual Operating Costs as set forth below.

(2) Tenant has deposited with Landlord the sum of \$10,250.63 to be held by Landlord as security for Tenant's satisfactory performance of the terms, covenants and conditions of this Lease including the payment of Minimum Rent and Additional Rent ("Security Deposit").

(3) Landlord may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent required for the payment of any Minimum Rent and Additional Rent or any other sum as to which Tenant is in default, or any other sum due Landlord under the terms of this Lease, or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect to any of the terms, covenants and conditions of this Lease including any damages or deficiency in the re-letting of the Premises or other re-entry by Landlord.

(4) If Landlord uses, applies or retains the whole or any part of the Security Deposit, Tenant shall pay to Landlord, as Additional Rent, an amount sufficient to replenish the Security Deposit to its original sum within five (5) days after being notified by Landlord of the amount due. Tenant shall be in default of this Lease if the amount due is not paid within the required time period.

(5) In the event of a sale or leasing of the Shopping Center or any part thereof, of which the Premises form a part, Landlord shall have the right to transfer the Security Deposit to the purchaser or lessee and Landlord shall, upon such transfer, be released from all liability for the return of said Security Deposit; and Tenant agrees to look solely to the new landlord for the return of said Security Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

(6) Tenant covenants that it shall not assign or encumber the Security Deposit given to Landlord pursuant to this Lease. Neither Landlord, its successors or assigns shall be bound by any such agreement or encumbrance or any attempted assignment or encumbrance.

(7) If Tenant shall fully and faithfully comply with all the terms, conditions and covenants of this Lease, any part of the Security Deposit not used or retained by Landlord shall be returned to Tenant after the expiration date of the term of this Lease and after delivery of exclusive possession of the Premises to Landlord; provided, however, that Landlord may retain all or a portion of the Security Deposit until Landlord makes the final annual adjustments of Annual Operating Costs and Real Estate Taxes and ascertains Tenant's share of such amounts which accrued prior to the expiration of the term.

(d) Payment by Tenant of a lesser amount than shall be due shall be deemed to be payment on account, and shall not constitute an accord and satisfaction with respect to the underlying obligation. The acceptance by Landlord of a check or Electronic Payments (as defined below) for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check or Electronic Payment, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check or Electronic Payment without prejudice to any other rights or remedies which it may have against the Tenant.

(e) Electronic payments of Minimum Rent and Additional Rent may be made by Tenant using automated clearing house ("ACH"), credit card or debit card ("Electronic Payments") through an electronic payment system designated by Landlord which will also provide access to Tenant's accounting information related to the Lease ("Tenant's Lease Account"). The system designated for Electronic Payments by Landlord on the Lease Date is the CommercialCafé system operated by Yardi Systems, Inc. (collectively, with its subsidiaries and affiliates, "Yardi"). Tenant may establish an account in the CommercialCafé by accessing a website designated by Landlord. Yardi is a third-party provider of services which is not affiliated with Landlord. Use of the CommercialCafé or other system for making Electronic Payments is at Tenant's sole risk, and Landlord shall not be liable for any breach or violation of Tenant's financial information for any losses resulting from Tenant's use of the CommercialCafé for Electronic Payments, or for any third parties' access to Tenant's Lease Account. Information regarding Tenant's Lease Account in the CommercialCafé is provided as a courtesy for Tenant's convenience and is for informational purposes only, and Landlord does not warrant the accuracy of information in Tenant's Lease Account or that Tenant's Lease Account includes all payments required to be made under the Lease. In the event of any discrepancy between information in Tenant's Lease Account and the terms, covenants and conditions of this Lease, the terms of this Lease shall govern and control. Landlord may, by a notice delivered to Tenant, terminate Tenant's right to use the CommercialCafé if Tenant defaults under this Lease or violates the Terms of Service agreed to by Tenant for use of the CommercialCafé.

TENANT'S USE OF THE COMMERCIALCAFÉ IS AT TENANT'S SOLE RISK. THE SITE AND THE SERVICES AND ALL OTHER MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WITH RESPECT TO THE COMMERCIALCAFÉ AND INFORMATION AND MATERIAL IN THE COMMERCIALCAFÉ. LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING TENANT'S USE OF THE COMMERCIALCAFÉ INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE. LANDLORD WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM TENANT'S USE OF THE COMMERCIALCAFÉ.

#### 4. INTENTIONALLY DELETED.

**5. GROSS SALES.** (a) The term "Gross Sales", as used herein, shall mean the sum total, for each Lease Year, or portion thereof, of all sales of all goods, wares, merchandise, services or all other receipts whatsoever of all business conducted in, on, from or about the Premises (including, but not limited to internet or catalogue sales made at or from the Premises) by Tenant or any sublessee, licensee or concessionaire of Tenant whether for cash, credit or other consideration (without reserve or deduction for inability to collect) including, but not limited to such sales or services (1) as a result of transactions originating in at or from the Premises, whether delivery or performance is made from the Premises or some other place; and (2) pursuant to mail, telephone, internet, e-mail or other computer based or electronic method, and other devices, automated or otherwise, whereby orders are received at the Premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sales shall be made, irrespective of the time when Tenant shall receive payment therefor. Gross Sales shall not include, however: (i) any sales tax, gross receipts tax or similar tax by whatever name called, the amount of which is determined by the amount of the sale made, and which Tenant or any sublessee or concessionaire of Tenant is required to account for, and pay over to, any governmental agency, (ii) transfers of merchandise made by Tenant from the Premises to any other stores or warehouses of Tenant or (iii) credits or refunds given to customers for merchandise which was purchased either from the Premises and thereafter returned or exchanged, or purchased from internet, e-mail or other computer based or electronic method and picked-up at the Premises if Tenant previously included such sales in Tenant's Gross Sales report.

(b) Tenant covenants and agrees that (i) not later than the fifteenth (15th) day after the close of each calendar quarter of the term hereof, it will deliver to Landlord a complete, true and accurate report verified under oath by Tenant or by an authorized officer of Tenant, of all Gross Sales for such quarter; and (ii) not later than sixty (60) days after the close of each Lease Year, and after the termination of this Lease or any renewal thereof, it will deliver to Landlord a complete, true, accurate fully audited report (the "Year End Report"), certified to be correct by an independent certified public accountant, of all Gross Sales for such year. The obligations contained in this Article 5 to report Gross Sales shall survive the expiration or other termination of this Lease. If Tenant shall fail to deliver any of the quarterly or annual sales reports required under this Article 5 and such failure shall continue for ten (10) days after the date of written notice of such failure from Landlord, Tenant shall immediately be deemed to have released any and all options or rights granted or to be granted to Tenant under the terms of this Lease (including, without limitation, rights of renewal, rights to terminate or rights of refusal and any rights or privileges granted pursuant to any Special Stipulations included in this Lease), and Landlord shall have the right thereafter to employ a certified public accountant to make such examination of Tenant's books and records as may be necessary to certify the amount of Gross Sales for said Lease Year, the certification so made shall be binding upon Tenant and Tenant shall promptly pay to Landlord the cost of such examination of its books and records for said Lease Year. In addition Landlord may, at its option, elect to treat such failure to deliver any of the quarterly or annual sales reports required under this Article 5 within ten (10) days after written notice of such failure from Landlord as an event of default, in which event, in addition to Landlord's other rights and remedies, Landlord may elect to increase the Minimum Rent by an additional amount equal to fifty cents (\$0.50) multiplied by the number of square feet of leasable area in the Premises for each such default.

(c) Tenant will keep, at its principal business offices located at the Premises or at such other place as Tenant shall designate in writing, complete, true and accurate records of all sales made on or from the Premises including but not limited to sales tax returns, canceled checks, bank statements, sales slips, Federal and State income tax returns, and all dated tapes from cash registers and/or any other mechanical or electronic device used for sales transactions. Landlord shall have the right to cause an audit (separate and distinct from the audit required

to be made by Tenant pursuant to the preceding paragraph) to be made of the records of Tenant relating to its Gross Sales at any and all reasonable times, and Tenant shall retain its records relating to such Gross Sales; provided that an audit with respect to any Lease Year shall be commenced within three (3) years of the date of receipt by Landlord of the Year End Report of Tenant's Gross Sales for such Lease Year. If the actual Gross Sales exceed the Gross Sales set forth in the Year End Report by two percent (2%) or more, Tenant shall forthwith also pay the reasonable fees and costs of the audit and Landlord shall also have the right to declare Tenant in breach of this Lease and avail itself of any and all remedies provided for herein, or available at law or in equity.

**6. NOT A JOINT VENTURE.** Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

**7. RADIUS RESTRICTION.** Tenant covenants that it will not, within a radius of five (5) miles from the site of the Premises, own, operate or maintain, or directly or indirectly have any affiliation, investment or interest in, or other business or financial association with, any retail commercial store or establishment for retail sales or merchandise display, which is similar to or in competition with the business permitted under Article 13 of this Lease, except for any such business in operation as of the date hereof as listed on the Exhibit attached to this Lease, if any. For so long as Tenant shall own or have any interest in such other permitted locations, any change in the name, size, location, or the type of business conducted upon such other locations (within the radius above described) shall be deemed to be a breach of this Lease. Tenant agrees that actual damages to Landlord resulting from a violation of the provisions of this Article 7 (including, without limitation, damages resulting from the adverse impact on the sales and percentage rent payable to Landlord by other tenants of the Shopping Center as a result of reduced customer traffic caused by Tenant's violation of this Article 7), may be difficult to ascertain, and therefore, at Landlord's option, in addition to all other rights and remedies available to Landlord for breach of this Lease, Tenant shall pay to Landlord for the failure of Tenant to observe and perform the covenants of this Article 7 (in addition to Minimum Rent and other amounts otherwise payable by Tenant) liquidated damages in an additional amount equal to one hundred percent (100%) of the monthly amount of Minimum Rent otherwise payable hereunder for each month during which such breach occurs, since the parties hereto agree that it is difficult, if not impossible, to ascertain precisely the damage caused to Landlord by a breach of the obligations contained in this Article, and that this provision for liquidated damages represents a fair and reasonable provision by the parties.

**8. ANNUAL OPERATING COSTS.** Commencing on the Rent Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord, in advance, during the term hereof, as Additional Rent, without notice or demand therefor and without any deduction whatsoever, an annual operating cost charge equal to one-twelfth (1/12th) of its Proportionate Share (as hereinafter defined) of the Annual Operating Costs (as hereinafter defined) of the Shopping Center for each twelve (12) month period selected by Landlord as a fiscal year during the term. Tenant shall initially pay an estimated minimum annual charge of \$17,007.90 per year, in equal monthly installments of \$1,417.33 each. At any time during each twelve (12) month period, Landlord may retroactively re-estimate Tenant's Proportionate Share of Annual Operating Costs and may bill Tenant for any deficiency which may have accrued during such twelve (12) month period and thereafter Tenant's monthly installments shall also be adjusted. Within one hundred eighty (180) days (or such additional time thereafter as is reasonable under the circumstances), following the end of each fiscal year, Landlord shall deliver to Tenant a statement of Annual Operating Costs for such twelve (12) month period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant, and Tenant shall pay Landlord or Landlord shall credit Tenant's account (or, if such adjustment is at the end of the term, Landlord shall pay Tenant), as the case may be within fifteen (15) days of receipt of such statement, the amount of any excess or deficiency in Tenant's Proportionate Share of Annual Operating Costs paid by Tenant to Landlord during such twelve (12) month period. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant

of its obligation hereunder. The obligation to pay Annual Operating Costs accruing during the term shall survive the expiration or other termination of this Lease.

(a)(i) Tenant's share of Annual Operating Costs ("Proportionate Share") for each full or partial fiscal year selected by Landlord during the term shall be computed by Landlord by multiplying the amount of Annual Operating Costs by a fraction obtained by dividing the total number of square feet of space contained in the Premises by the total leasable retail area contained within all buildings in the Shopping Center from time to time, exclusive of any free-standing buildings the tenants of which are required by the terms of their leases to maintain common areas adjacent to their facilities.

(ii) If Landlord elects to assume responsibility for the HVAC Equipment pursuant to paragraph 17(a) of this Lease, then Tenant's Proportionate Share of Annual Operating Costs shall also include the costs and expenses incurred by Landlord with respect to the HVAC Equipment pursuant to paragraph 17(a), which shall be determined by multiplying the total amount of Annual Operating Costs incurred by Landlord with respect to HVAC Expenses in the Shopping Center by a fraction obtained by dividing the total number of square feet of space contained in the Premises by the total leasable area contained within all other premises in the Shopping Center, from time to time, for which Landlord has, or has assumed, the responsibility of maintaining HVAC Equipment.

(iii) If Landlord elects to assume responsibility for removal of Tenant's trash pursuant to paragraph 16(b) of this Lease, then Tenant's Proportionate Share of Annual Operating Costs shall also include the costs and expenses incurred by Landlord with respect to the removal of Tenant's trash, as provided in paragraph 16(b).

(b) Annual Operating Costs means all costs and expenses incurred by Landlord in maintaining commercial general liability insurance, "special form" fire insurance with extended coverage, workers' compensation insurance, property damage or other insurance on the Shopping Center with such policies and companies and in such limits as selected by Landlord and in managing, operating, repairing, replacing and maintaining the Shopping Center, roof and the Common Facilities (as hereinafter defined), including all amounts charged by Landlord for any such services and work provided directly by Landlord and all amounts charged by other persons or entities, whether or not related to Landlord, and specifically including without limitation, the costs of gardening and landscaping; management, maintenance and service contracts; repairs; line painting; regulation of traffic; utilities; sanitary controls; removal of snow, removal of trash, rubbish, garbage and other refuse from the Common Facilities and removal and disposal of trash from the Premises, if Landlord elects to remove and dispose of Tenant's trash pursuant to Article 16(b) below; servicing and maintaining the fire sprinkler system; legal, management and accounting fees; cleaning, maintaining, repairing and replacing the Common Facilities; and in providing security protection; at Landlord's option, reserve funds for the replacement of roof and parking lot facilities and for the HVAC Equipment if Landlord elects to assume responsibility for the HVAC Equipment, as provided in Article 17; depreciation on equipment and machinery used in such maintenance; the cost of personnel to implement such services; and an administrative fee equal to fifteen percent (15%) of Annual Operating Costs. It is understood and agreed that management fees may be charged by Landlord or any other person or entity on the basis of a specified percentage of the gross receipts derived from the Shopping Center or on any other basis, provided that, in the case of management fees charged by Landlord, such fees shall not exceed the greater of five percent (5%) of gross receipts or the customary management fees charged for similar properties in the same geographic area.

(c) Common Facilities means all areas provided by Landlord, from time to time, for the common or joint use and benefit of the occupants of the Shopping Center and their employees, agents, servants, customers and other invitees, including, without limitation, management offices, community rooms, parking areas, parking decks, access roads, driveways, retaining walls, landscaped areas, truck serviceways, sidewalks, parcel pickup stations and, to

the extent Landlord elects to service, repair, maintain and/or replace HVAC Equipment (as defined in Article 17) in the Shopping Center, all such HVAC Equipment for which Landlord has, or has assumed, responsibility.

(d) Landlord shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other annoyance arising from the exercise of any or all of the rights of Landlord in this Article 8.

**9. REAL ESTATE TAXES.** Commencing on the Rent Commencement Date, Tenant shall pay to Landlord monthly during the term hereof, together with each monthly installment of Minimum Rent as Additional Rent, without notice or demand therefor and without any deduction whatsoever, one-twelfth (1/12th) of its pro-rata share (as defined below) of Real Estate Taxes (as hereinafter defined), for each Tax Year (as hereinafter defined).

(a) Tenant shall pay upon being billed an estimated annual charge of \$10,592.40 per year, payable in equal monthly installments of \$882.70 each. During the first Lease Year, if Landlord's mortgagee or the taxing authority having jurisdiction over the Shopping Center bills and requires payment of Real Estate Taxes in advance, Tenant's pro-rata share shall be due and payable upon being billed by Landlord in addition to the monthly payment set forth herein, which payment shall be applied to the following Tax Year. At any time during a Tax Year, Landlord may retroactively re-estimate Tenant's pro-rata share of Real Estate Taxes and may bill Tenant for any deficiency which may have accrued during such Tax Year, and thereafter Tenant's monthly installment shall also be adjusted. Within one hundred twenty (120) days after Landlord's receipt of tax bills for each Tax Year, or such reasonable (in Landlord's determination) time thereafter, Landlord will notify Tenant of the amount of Real Estate Taxes for the Tax Year in question and the amount of Tenant's pro-rata share thereof. Any overpayment or deficiency in Tenant's payment of its pro-rata share of Real Estate Taxes for each Tax Year shall be adjusted between Landlord and Tenant, and Landlord and Tenant hereby agree that Tenant shall pay Landlord or Landlord shall credit to Tenant's account (or, if such adjustment is at the end of the term, Landlord shall pay Tenant), as the case may be, within fifteen (15) days of the aforesaid certification to Tenant, the amount necessary to effect such adjustment. The failure of Landlord to provide such certification of the amount of Real Estate Taxes within the time prescribed above shall not relieve Tenant of any of its obligations hereunder. The obligation to pay Real Estate Taxes accruing during the term shall survive the expiration or other termination of this Lease.

(b) Tenant's pro-rata share of Real Estate Taxes shall be determined by multiplying the total amount of Real Estate Taxes paid by Landlord for each full or partial Tax Year (less contributions paid by any tenants operating under ground leases in the Shopping Center and contributions by tenants of any supermarkets, department stores, junior department stores, or other "anchor" or "major" tenants of the Shopping Center) by a fraction, the numerator of which is the total gross leasable area ("GLA") contained within the Premises, and the denominator of which is the total GLA contained within all buildings within the Shopping Center, exclusive of (i) any free standing buildings or ground leased areas and (ii) any space occupied by a supermarket, department store, junior department store or other "anchor" or "major" tenant of the Shopping Center.

(c) The term "Real Estate Taxes" means all taxes, rates and assessments, general and special, levied or imposed with respect to the Shopping Center land, building and improvements of which the Premises are a part, including all taxes, rates and assessments, general and special, levied or imposed for schools, public betterment, general or local improvements and operations, and taxes imposed in connection with any special taxing district. If the system of real estate taxation shall be altered or varied or any new tax or levy shall be levied or imposed on said land, buildings and improvements, and/or Landlord in substitution for Real Estate Taxes levied or imposed on the Lease Date on immovables in the jurisdiction where the Shopping Center is located, then any such new tax or levy shall be included within the term "Real Estate Taxes". If any governmental taxing authority acting under any regulation, levies, assesses or imposes a tax, excise and/or assessment however described (other than an income

or franchise tax) upon against, on account of or measured by, in whole or in part, the rent expressly reserved hereunder, or upon the rent expressly reserved under any other leases or leasehold interest in the Shopping Center, as a substitute (in whole or in part) or in addition to any existing real estate taxes on land and buildings or otherwise, such tax or excise on rents shall be included within the term "Real Estate Taxes". Reasonable expenses, consisting of attorney fees, consultant fees, expert witness fees and similar costs, incurred by Landlord in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes. The term "Real Estate Taxes" shall not include taxes, rates or assessments levied against portions of the Shopping Center that are encumbered by leases; from time to time, the terms of which require the tenant to pay the full amount of said charges levied or assessed against the premises leased thereunder. Real Estate Taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of Tenant under this Article 9; provided, however, that if Tenant shall have paid any amount of increased rent pursuant to this Article 9 and Landlord shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Landlord shall pay to Tenant the appropriate portion of such refund. Landlord shall have no obligation to contest, object to or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its sole discretion to abandon any contest with respect to the amount of any Real Estate Taxes without consent or approval of Tenant.

(d) The term "Tax Year" means each twelve (12) month period established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Shopping Center.

(e) If applicable in the jurisdiction where the Premises are situated, Tenant shall pay and be liable for all rental sales and use taxes or other similar taxes, if any, levied or imposed by any City, State, County or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payments shall be paid concurrently with the payment of the rent upon which the tax is based as set forth above.

**10. ADDITIONAL RENT.** Any amount required to be paid by Tenant hereunder and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be considered Additional Rent payable in full on the date and upon the same terms and conditions as the next succeeding monthly installment of Minimum Rent due hereunder after Tenant knows, or has reason to know, that any such sum is due and owing. Any failure on the part of Tenant to pay such Additional Rent when and as the same shall become due shall entitle Landlord to the remedies available to it for non-payment of rent. Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of thirty (30) days after receipt thereof shall constitute Tenant's acquiescence with respect thereto, and such statement invoice or billing shall thereafter be deemed to be correct and shall be an account stated between Landlord and Tenant. If Tenant requests that Landlord prepare, review, or execute any document, consent, waiver, or provide credit references for Tenant in connection with this Lease or otherwise, Tenant shall be obligated to pay to Landlord, as Additional Rent a fee, in the amount set forth on a fee schedule adopted by Landlord from time to time, to compensate Landlord for the cost of reviewing and processing any such request, and Landlord shall not be obligated to process any such request of Tenant until Tenant has paid Landlord the applicable processing fee. Landlord will supply Tenant with a copy of Landlord's then current processing fee schedule upon Tenant's request. Nothing herein shall be deemed to require that Landlord consent to, execute or approve any document, consent or waiver submitted to Landlord by Tenant notwithstanding Tenant's payment of the applicable processing fee. In addition to all liens upon and rights of setoff or recoupment against any money or property of Tenant by law, Landlord shall have, to the extent permitted by law, a contractual security interest in and a right of setoff against all deposits, moneys or other property of Tenant now or hereafter in the possession of or on deposit with Landlord. Each such security interest or right of setoff may

be exercised without demand upon or notice to Tenant. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on the part of Landlord or by any neglect to exercise such right of setoff or to enforce such setoff and/or security interest or by any delay in so doing. Every right of setoff and/or security interest shall continue in full force and effect until such right of setoff and/or security interest is expressly waived or released by an instrument in writing executed by Landlord.

**11. UTILITIES.** Tenant shall be responsible for and shall promptly pay all bills and other charges for water, gas, electricity, sewer and other utilities (including charges, tap-ins, hookup and connection charges) used or consumed in the Premises on or before the dates such amounts are due commencing on the first to occur of (i) the date Tenant occupies the Premises, or (ii) the Rent Commencement Date, it being understood and agreed that Tenant shall promptly make all required deposits for meters and utility services connected with Tenant's use of the Premises. Charges for the foregoing shall commence on the date Landlord delivers possession of the Premises to Tenant. In no event shall Landlord be liable to Tenant or any agent, servant, licensee or assignee of Tenant for damages or otherwise for curtailment or suspension of any utility services, in the event of default by Tenant under this Lease, or due to repairs, action of public authority, strikes, acts of God or any other cause whatsoever, whether similar or dissimilar to the aforesaid.

**12. INTENTIONALLY DELETED.**

**13. USE OF PREMISES.** (a) The Premises shall be used and occupied by Tenant solely for the purpose of operating an outpatient medical office providing (i) cryotherapy services, (ii) IV therapy, (iii) body sculpting treatments, (iv) infrared sauna treatments, (v) cryofacial treatments, (vi) floatation therapy, (vii) compression therapy and (viii) Photobiomodulation therapy (red light therapy) and for no other purpose whatsoever. Tenant further agrees to conduct its business in the Premises under the name or trade name of Icryo or another name approved by Landlord. Any and all such services, treatments and therapies referenced herein shall be performed by licensed and certified professionals for each respective service, treatment and therapy and if required by the State of Florida, individually licensed to perform such services, treatments and therapies in the State of Florida. Tenant is strictly prohibited from operating as a massage parlor or adult oriented business from the Premises, defined as follows: an establishment that offers illicit sexual services under the guise of massage, and/or an establishment in which massage services are being performed by unlicensed individuals. The Premises shall not be used for any illegal purpose or in violation of any law or regulation of any governmental body, or in any manner to (1) create any nuisance or trespass; (2) annoy or embarrass Landlord or any other tenant of the Shopping Center; (3) vitiate any insurance carried by Landlord; (4) alter the classifications or increase the rate of any insurance on the Premises; (5) allow any noise or odor to emanate from the Premises; or (6) violate the Certificate of Occupancy issued for the Premises. Tenant will indemnify and save harmless Landlord against any recovery or loss to which Landlord may be subject or which Landlord may sustain, including reasonable attorney fees and expenses incurred by Landlord arising from any breach of this covenant or by reason of any action or proceedings which may be brought against Landlord or against the Premises, or any part thereof, by virtue of any such laws, regulations, ordinances or requirements. Tenant further agrees to operate its business in the Premises in a manner which will not violate (a) the exclusive or restrictive use provisions of the leases with the tenants listed on Exhibit F, attached hereto and made a part hereof and (b) the restrictions listed on Exhibit G attached hereto and made a part hereof.

(b) Notwithstanding anything contained in the Lease to the contrary, Tenant shall be prohibited from using or occupying the Premises for a Controlled Substances Use (as hereinafter defined) or in any manner that violates or could violate any Controlled Substances Laws (as hereinafter defined), including, without limitation, any business, communications, financial transactions or other activities related to a Controlled Substance (as

hereinafter defined) or a Controlled Substances Use that violate or could violate any Controlled Substances Laws and shall permit any lender with a mortgage encumbering the Shopping Center to physically inspect the Premises upon the request of Landlord. "Controlled Substances Use" means any cultivation, growth, creation, production, manufacture, sale, distribution, storage handling, possession, or other use of a Controlled Substance. "Controlled Substance" means marijuana, cannabis, or other controlled substances as defined in the Federal Controlled Substances Act or that otherwise are illegal or regulated under any Controlled Substances Laws. "Controlled Substances Laws" means the Federal Controlled Substances Act (21 U.S.C. §§ 801 *et seq.*) or any other similar or related federal, state or local law, ordinance, code, rule, regulation, or order.

**14. CONDUCT OF TENANT'S BUSINESS.** Tenant shall open for business in the Premises on or before the Rent Commencement Date, and shall thereafter continuously, actively and diligently operate its said business on the whole of the Premises, in a high quality and reputable manner, from at least 10:00 a.m. to 6:00 p.m. each day of each week including Sundays, if applicable law permits the Shopping Center to be open on Sundays. Tenant shall maintain a full staff of employees and a full and complete stock of merchandise at all times, shall use a cash register or other similar device for transacting sales, and shall maintain displays of merchandise in the display windows, if any, and keep such display windows and Tenant's store signs well lighted from at least dusk to 11:00 p.m. each day so as to maximize the Gross Sales produced by Tenant's business. Tenant shall warehouse, store and stock only such goods, wares and merchandise as Tenant intends to offer for sale at retail, in or from the Premises, and as permitted under this Lease. Tenant will not place or maintain any merchandise, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises or obstruct any driveway, corridor, sidewalk, parking area, mall or any other common area. Tenant will not conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale or other similar type sale in or connected with the Premises. In any and all of its printed or visual advertising in relation to the Premises, Tenant shall use the insignia or other identifying mark, if any, of the Shopping Center, as designated by Landlord from time to time. Tenant agrees that actual damages to Landlord resulting from a failure of Tenant to operate in the Premises in accordance with the provisions of this Lease (including, without limitation, damages resulting from the adverse impact on the sales and percentage rent payable to Landlord by other tenants of the Shopping Center), will be difficult to ascertain, and therefore, at Landlord's option, in addition to all other rights and remedies available to Landlord for breach of this Lease, Tenant shall pay to Landlord for the failure of Tenant to observe and perform the covenants of this Article 14 (in addition to Minimum Rent and other amounts otherwise payable by Tenant) liquidated damages in an additional amount equal to one hundred percent (100%) of the monthly Minimum Rent otherwise payable hereunder for each month during which such breach occurs, since the parties hereto agree that it is difficult, if not impossible, to ascertain precisely the damage caused to Landlord by a breach of the obligations contained in this Article, and that this provision for liquidated damages represents a fair and reasonable provision by the parties.

**15. ASSIGNMENT; SUBLETTING.** (a) Neither Tenant, nor any of its permitted successors or assigns, shall transfer, assign, mortgage, encumber, or, by operation of law or otherwise, pledge, hypothecate, or assign all or any of its interest in this Lease, or sublet or permit the Premises, or any part thereof, to be used by others, including, but not by way of limitation, concessionaires or licensees of Tenant, without the prior written consent of Landlord, in each instance, which consent Landlord shall not unreasonably withhold if the requirements of this Article 15 and the requirements and conditions set forth in other provisions of this Lease are fully complied with. Any such subletting or assignment shall be referred to as a "Transfer", and the person or entity to whom Tenant's interest is transferred shall be referred to as a "Transferee".

(b) The prohibition against any Transfer without the prior written consent of Landlord shall apply, without limitation, to the following circumstances, each of which shall be deemed a Transfer; (i) if Tenant or any guarantor

of this Lease is a corporation (other than a corporation, the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934), and if shares of such corporation are transferred by sale, assignment, bequest, inheritance, operation of law or otherwise (including, without limitation, a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceeding), so as to result in or make possible a change in the present control of such corporation; (ii) if Tenant or any guarantor of this Lease is a partnership, any change in control or ownership of such partnership; (iii) any transfer by sale, assignment, bequest, inheritance, operation of law or other disposition of all or substantially all of the assets of Tenant or any guarantor which results in or makes possible a change in the present control of the business of Tenant or any such guarantor; (iv) any other change in ownership of Tenant, any guarantor of this Lease or the business operated by Tenant; or (v) any subletting or assignment which occurs by operation of law, merger, consolidation, or reorganization or any change of Tenant's corporate or proprietary structure. In no event may Tenant assign this Lease, or sublease the Premises, if Tenant is in default under this Lease.

(c) If Tenant desires to effect a Transfer hereunder, Tenant shall give Landlord written notice (the "Transfer Notice") thereof. To be effective, the Transfer Notice shall be accompanied by Tenant's check, payable to the order of Landlord, or Landlord's agent, in an amount equal to \$1,500.00 to compensate Landlord for the cost of reviewing the proposed Transfer and specify the proposed Transferee, and the proposed terms of the Transfer, and contain such information about the proposed Transferee, its experience, its financial situation, its methods of operation, its contribution to the tenant mix of the Shopping Center, and its impact on the Shopping Center, as a prudent businessman would require in making the Transfer decision. Tenant specifically agrees to apprise Landlord of any adverse or negative information in its possession concerning the proposed Transfer and the proposed Transferee. The Transfer Notice shall also contain a certification by Tenant (or an officer or general partner of Tenant if Tenant is a corporation or partnership) of all Transfer Consideration (as defined below) payable in connection with the proposed Transfer. Within sixty (60) days of the receipt of the Transfer Notice Landlord shall, by written notice to Tenant, elect: (i) to permit the proposed Transfer; (ii) to terminate this Lease; (iii) to sublet with the right to further sublet from Tenant for the balance of the term of this Lease (a) all of the Premises, or (b) only so much of the Premises as Tenant proposed to Transfer, at the same rent as Tenant is obligated to pay to Landlord hereunder; or (iv) to deny consent to the proposed Transfer, in which event Tenant shall continue to occupy the Premises and comply with all of the terms and conditions hereof. If Landlord fails to give Tenant written notice of its election hereunder within the specified sixty (60) day period, Landlord shall be deemed to have denied its consent to the proposed Transfer.

(d) If this Lease is Transferred, the Transferee shall assume by written instrument all of Tenant's obligations under this Lease and such Transferee, at least thirty (30) days prior to the effective date of the Transfer, shall deliver to Landlord the proposed sublease, assignment and assumption agreement or other instrument evidencing the Transfer and the Transferee's undertaking to perform Tenant's obligations under this Lease. All of such documents shall be subject to Landlord's prior written approval. After any Transfer of this Lease, Tenant shall continue to be liable hereunder, and shall not be released from performance hereunder. In addition to the Rent reserved hereunder, Tenant shall pay to Landlord the greater of (i) all monies, property and other consideration of every kind whatsoever paid or payable to Tenant in consideration of or related to such Transfer and for all property transferred to the Transferee, as all or part of the consideration including, without limitation, fixtures, other leasehold improvements, furniture, equipment and furnishings, but excluding bona fide consideration paid for transfer of Tenant's property (collectively, all of the foregoing monies, property and other consideration shall be referred to as the "Transfer Consideration"), or (ii) an additional lump sum amount equal to the sum of Minimum Rent and Additional Rent payable in the then current amounts for a period of one (1) year after the date of the Transfer. Following a Transfer of this Lease, Landlord shall not be required to send the named Tenant any notice of default by the approved Transferee.

(e) Any Transfer without Landlord's consent, whether as a result of any act or omission of Tenant, or by operation of law or otherwise, shall not be binding upon Landlord, and shall confer no rights upon any third person. Each such unpermitted Transfer shall, without notice or grace period of any kind, constitute a default by Tenant under this Lease. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article 15 shall not be deemed to be a consent by Landlord to any such Transfer, an acceptance of the Transferee as a tenant, a release of Tenant from the performance of any covenants herein contained, or a waiver by Landlord of any remedy of Landlord under this Lease, although amounts actually received shall be credited by Landlord against Tenant's rent obligations. Consent by Landlord to any one Transfer shall not constitute a waiver of the requirement for consent to any other Transfer. No reference in this Lease to assignees, concessionaires, subtenants or licensees shall be deemed to be a consent by Landlord to the occupancy of the Premises by any such assignee, concessionaire, subtenant or licensee. Notwithstanding anything in this Article or any decision of any court to the contrary, it shall be deemed reasonable for Landlord to refuse consent to a Transfer if, at the time Landlord's consent is requested, other premises in the Shopping Center suitable for that prospective Transferee's use are (or soon will be) available.

(f) If Tenant is a corporation, limited liability company or partnership, Tenant represents that the ownership and power to vote its entire outstanding capital stock or partnership interests belongs to and is vested in the persons listed on Exhibit C. The foregoing provisions of this paragraph (f) shall not apply to a publicly held entity described in clause (i) of paragraph (b) of this Article 15.

**16. LANDLORD'S REPAIRS AND SERVICES.** (a) Landlord agrees to make all necessary repairs during the term of this Lease or any extension thereof, to the roof of the Premises and all necessary structural repairs to the exterior walls and foundations, (exclusive of doors, door frames, door checks, other entrances, windows and window frames) provided such repairs are not made necessary through misuse of the same by the Tenant or the negligence of Tenant, its agents, servants, contractors or employees, and provided that Tenant shall give Landlord written notice of the necessity for such repairs. Landlord shall not be liable to Tenant for any damage caused to the person or property of Tenant, its agents, employees or invitees, due to the Premises or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking, of gas, water, sewer or steam pipes, or from electricity, or from any other cause whatsoever, it being the intention of the parties that Landlord shall have no liability for any such matters and that any and all claims for such matters will be covered by the insurance Tenant is required to maintain pursuant to Article 23 of this Lease. Tenant agrees to report immediately in writing to Landlord any defective condition in or about the Premises known to Tenant which Landlord is required to repair, and failure to so report shall make Tenant liable to Landlord for any expense, damage or liability resulting from such defects. Landlord hereby reserves the exclusive right at any time and from time to time to install, use, repair, inspect and replace pipes, ducts, conduits and wires leading through or located adjacent to the Premises and serving other parts of the Shopping Center in locations which do not materially interfere with Tenant's use thereof. Landlord's right hereunder may be exercised by Landlord's designees. If any excavation shall be made or authorized to be made upon land adjacent to the Premises, Tenant shall afford to the person causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the building located upon the Premises from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent. Landlord shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other annoyance arising from the exercise of any or all of the rights of Landlord in this Article 16.

(b) Except as provided with respect to Bulk Items (as defined in paragraph 17(e) below), Landlord may, at its option, arrange for the location of common trash compactors and/or dumpsters in the Shopping Center and, if necessary, coordinate the hours during which such service is performed for the various tenants and for the use of the loading areas in which event Tenant shall deposit all trash and other refuse generated in the Premises in the trash compactor or dumpster designated by Landlord for Tenant's use. Landlord agrees that the rate to be charged for such service shall be computed upon sound business practices and consistent with industry practice. Landlord may, at its option, elect to be responsible for the removal and disposition of Tenant's refuse and rubbish from the Shopping Center. If Landlord elects to be responsible for the removal and disposition of Tenant's trash, Tenant's Proportionate Share of Annual Operating Costs under Article 8 of this Lease shall also include the costs and expenses incurred by Landlord with respect to the removal and disposal of Tenant's trash pursuant to this paragraph 16(b), which shall be determined by multiplying the total amount of Annual Operating Costs incurred by Landlord with respect to removing and disposing of trash generated by tenants in the Shopping Center by a fraction obtained by dividing the total number of square feet of space contained in the Premises by the total leasable area contained within all other premises in the Shopping Center, from time to time, for which Landlord has, or has assumed, the responsibility of removing and disposing of trash, or by any other reasonable method, as determined by Landlord, and an administrative fee equal to fifteen percent (15%) of such costs and expenses. Tenant shall pay Landlord for costs and expenses incurred by Landlord with respect to the removal and disposal of Tenant's trash pursuant to this paragraph 16(b), which shall be due and payable upon five (5) days of Tenant's receipt of Landlord's invoice. Landlord shall not in any event be responsible for the disposal of any fats, oils, greases and/or batter from the Premises.

(c) In lieu of being responsible for the removal and disposition of Tenant's refuse and rubbish as described in Paragraph 16(b) of this Lease, Landlord shall have the right, from time to time, to select one or more independent contractors for the removal of refuse and rubbish. Upon request by Landlord, Tenant shall employ the contractor designated for the area in which the Premises are located for the removal of refuse and rubbish, and Tenant shall pay directly to such contractor all costs and expenses for the removal and disposal of Tenant's trash.

(d) The removal and disposition of Tenant's refuse and rubbish as aforementioned shall be subject to constant supervision and approval by Landlord. If at any time Landlord in its sole discretion, determines that removal and disposition is less than satisfactory and after Landlord provides Tenant with notice of twenty-four (24) hours for Tenant to cure such unsatisfactory condition, Landlord or its agent or an independent contractor selected by Landlord may contract to have removal and disposition completed to its satisfaction. Any charges under such circumstances shall be Tenant's responsibility due and payable upon five (5) business days of Tenant's receipt of Landlord's invoice.

**17. MAINTENANCE AND REPAIRS BY TENANT.** Tenant covenants and agrees as follows:

(a) That it shall maintain the interior of the Premises (including necessary and periodic repainting) together with all electrical, plumbing and sewage facilities (including free flow up to the main sewer line and grease traps, if any), heating, air conditioning and other mechanical installations therein, exterior and interior of all doors, door frames, door checks, other entrances, windows and window frames in good condition and surrender same at the expiration of the term, in the same good order in which they are received, damage by reasonable wear and tear and acts of God excepted. Landlord shall be under no liability for repair, maintenance, alteration or any other action with reference to the Premises or any part thereof, or repair, maintenance, alteration, replacement or any other action with respect to any exterior doors, plumbing, heating, electrical, air conditioning, or other mechanical installation therein. Tenant shall promptly repair at its own expense any damage (whether structural or otherwise) to the Premises caused by any construction or alterations performed by Tenant or bringing into the Premises any

property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless caused solely by the negligence of Landlord or its employees, officers or agents. Notwithstanding the foregoing, Landlord may, at its option, upon not less than thirty (30) days' notice, elect to assume responsibility for the mechanical portions of heating, ventilation and air conditioning equipment (the "HVAC Equipment") which serves the Premises and which is located on the roof or in another location outside the Premises, and the routine servicing thereof, in which event the costs and expenses incurred by Landlord in maintaining, repairing and/or replacing the HVAC Equipment shall become an Annual Operating Costs for purposes of Article 8 of this Lease, except that Tenant's Proportionate Share of expenses related to the HVAC Equipment shall be as set forth in paragraph 8(a)(ii).

(b) That Tenant shall maintain the HVAC system in good operating condition and shall, within thirty (30) days after the Lease Date, procure the services of a licensed HVAC Contractor, approved by Landlord, and have a minimum of four (4) maintenance visits per year. Tenant shall (i) provide Landlord with a copy of the executed HVAC contract within thirty (30) days after the Lease Date and (ii) provide Landlord with a copy of all maintenance service receipts for services to the HVAC system within ten (10) days after Landlord requests such receipts in writing.

(c) Landlord shall have the right to inspect the HVAC system within sixty (60) days prior to the expiration date of the term of the Lease (or earlier termination) and if said inspection determines that the HVAC system was not properly maintained as provided in this Article, then Tenant shall be responsible for making all necessary repairs and/or replacements to the HVAC system, at Tenant's sole cost and expense, prior to surrendering the Premises to Landlord. If Tenant fails to obtain the maintenance contract required under subparagraph (b) of this Article 17 or to perform any work necessary pursuant to the provisions of subparagraph (b) or (c) of this Article 17, then, in addition to any rights available to Landlord under the Lease or at law or in equity, Landlord shall have the right to cause the required work to be performed to the HVAC system, and Tenant shall immediately reimburse Landlord, as Additional Rent, the cost to perform such work, plus an administrative fee equal to fifteen percent (15%) of the cost of the work.

(d) If Landlord elects to remove and dispose of Tenant's trash, Tenant shall pay to Landlord all costs and expenses incurred by Landlord with respect to the removal and disposal of Tenant's trash pursuant to paragraph 16(b), which shall be due and payable upon five (5) business days of Tenant's receipt of Landlord's invoice. If Landlord does not elect to remove and dispose of Tenant's trash, then Tenant shall pay to the contractor designated by Landlord the fees charged by such contractor for the removal and disposal of Tenant's trash. Tenant shall not permit the unsightly accumulation or placing of rubbish, trash, garbage, debris, boxes, cans or other articles of any kind or description whatsoever in the Premises, or in the area immediately surrounding the Premises, or in any other part of the Shopping Center. Tenant shall store all rubbish, trash, garbage, debris, boxes, cans or other such items, in fireproof containers approved by Landlord during such time that elapses between removals from Premises.

(e) Tenant shall also store recyclable materials in containers approved by Landlord. Tenant shall comply with applicable governmental requirements for recycling and trash removal polices, as the same may be modified, to reflect changes by any governmental authorities. Bulk items, including but not limited to, furniture, equipment, shipping pallets, and other large items ("Bulk Items"), shall not be placed in the trash compactors or dumpsters or left in the Common Facilities, and Tenant shall, at its sole cost and expense, arrange for the removal and disposal of such Bulk Items by a private contractor directly from the Premises.

**18. CHANGES TO THE SHOPPING CENTER.** (a) Exhibit A sets forth the general layout of the Shopping Center. Exhibit A is not and shall not be deemed Landlord's representation or agreement that all or any part of the Shopping Center is, will be, or will continue to be, configured as indicated therein. Landlord also reserves the right to enlarge the area of the Shopping Center by adding additional ground thereto from time to time and, whether or not so enlarged, to construct other buildings or improvements in the Shopping Center at any time and from time to time and to make alterations thereto or additions thereto and to build additional stores on such building or buildings and to build adjoining the same, and Tenant shall have no interest of any kind whatsoever in the said additions or additional stores or adjoining buildings.

(b) Landlord shall have the right, at any time and from time to time, to (i) make alterations or additions to, any buildings or other improvements in or about the Shopping Center, to build additional stories on, and to build additional stores and buildings adjacent to the Premises; (ii) build other buildings or improvements in or about the Shopping Center; (iii) construct decked, subterranean or elevated parking facilities in or about the Shopping Center or the Common Facilities; (iv) change or consent to a change in the shape, size, location, number, height or extent of all or any of the buildings or other improvements in or about the Shopping Center, and (v) convey to others or withdraw portions of the Shopping Center. Landlord reserves the right to change, increase or reduce the number, composition, dimensions or locations of any parking areas, pylon signs, service areas, walkways, roadways, buildings, (including permanent and temporary kiosks) or other common areas in its sole discretion and may make alterations or additions to existing buildings or construct additional buildings within the Shopping Center from time to time.

(c) In the event that Landlord renovates or remodels the front exterior of the Premises or the Shopping Center, Tenant agrees at its sole risk and expense to: (i) upon request of Landlord, remove its then existing signage to facilitate the remodeling work; (ii) upon direction of Landlord, re-install such signage (or if Landlord's signage criteria for the Premises has changed, install such signage as is appropriate under the new criteria and consistent with such exterior remodeling); (iii) promptly remodel the interior of the Premises, as appropriate, to be consistent with and accommodate any change in location or design of the said exterior; (iv) if Landlord's renovation plan includes the installation of new storefronts, Tenant agrees to promptly replace its storefront in accordance with Landlord's plan; (v) pay to Landlord, commencing upon the first day of the first full calendar month after the date of notice from Landlord to Tenant that said improvement program has been substantially completed, and for the duration of the term of this Lease, an annual sum equal to Two Dollars (\$2.00) multiplied by the number of square feet of floor area of the Premises and said sum shall be deemed a part of the Minimum Rent; and (vi) otherwise cooperate with Landlord to facilitate such renovation and remodeling. Tenant's interior remodeling shall be undertaken and performed, subject to Landlord's prior written approval, in accordance with the provisions of this Lease. Tenant consents to the performance of all work deemed appropriate by Landlord to accomplish any of the foregoing, and to any inconvenience caused thereby.

(d) Landlord may, at Landlord's option, elect to relocate the Premises to other space within the Shopping Center designated by Landlord (the "New Premises") upon compliance with the following requirements:

(i) Landlord shall deliver to Tenant a notice (the "Relocation Notice") not less than thirty (30) days prior to the date specified by Landlord as the date for Tenant's occupancy of the New Premises of Landlord's election to relocate Tenant's Premises and stating the location of the New Premises designated by Landlord. Landlord shall make a commercially reasonable attempt to accommodate the needs of Tenant with regard to the arrangement and location of the New Premises. Landlord shall include with the Relocation Notice outline plans and specifications for the work to be performed by Landlord in the New Premises, and Landlord shall use commercially reasonable efforts to relocate Tenant to New Premises

which are similar in size and utility to the Premises. In the event Tenant decides the New Premises are unsuitable for any reason whatsoever, it may terminate this Lease by notifying the Landlord of its election to do so, in writing, within fifteen (15) days after receipt of the Relocation Notice. If Tenant elects to terminate this Lease, then this Lease will terminate on the date (the "Relocation Termination Date") which is the last to occur of (x) the date specified in the Relocation Notice as the estimated date for the relocation of the Premises, or (y) the last day of the first full calendar month next following the date of Landlord's receipt of Tenant's written notice of termination under this paragraph 18(d). All rent and other charges payable under this Lease shall be adjusted as of the Relocation Termination Date, and the parties shall have the same rights and responsibilities under this Lease as if the Relocation Termination Date were the date set forth in this Lease as the date for the expiration of the term. If Tenant does not elect to terminate this Lease as provided above, Tenant shall be deemed to have agreed to relocate the Premises in accordance with the provisions of this paragraph 18(d).

(ii) If Tenant does not elect to terminate this Lease as provided above, Landlord shall construct within the New Premises, at Landlord's expense, improvements which are substantially similar in quality and utility to the improvements located in the Premises on the date Landlord gives Tenant the Relocation Notice. Landlord shall pay the reasonable cost of moving Tenant's property and relocating Tenant's business from the Premises to the New Premises, and Landlord shall use commercially reasonable efforts to relocate Tenant's property and business from the Premises to the New Premises in a manner which minimizes the interruption of Tenant's business. Tenant shall fully cooperate with Landlord in the relocation of Tenant's business into the New Premises, and Tenant shall relocate its business to the New Premises and vacate the original Premises within five (5) business days after Landlord notifies Tenant that the New Premises are available to Tenant's use.

(iii) If Tenant does not elect to terminate this Lease as provided above, this Lease shall automatically be amended to provide that, from and after the date Landlord completes its work in the New Premises and relocates Tenant's business to the New Premises, the term "Premises" as used in this Lease shall refer to the New Premises and not to the premises originally leased to Tenant under this Lease and, except as modified in this paragraph 18(d), all terms, covenants and conditions of this Lease shall apply with full force and effect to the New Premises throughout the remainder of the term of this Lease as if the New Premises had originally been leased to Tenant in this Lease. Tenant shall install a new sign on the New Premises in accordance with Landlord's sign specifications for the Shopping Center. If requested by either party, the other party shall execute and deliver an amendment to this Lease consistent with this paragraph 18(d) confirming the location of the New Premises and such other matters related to the New Premises or this Lease as may reasonably be required by the requesting party.

**19. PERSONAL PROPERTY TAXES.** Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises.

**20. ALTERATIONS AND TENANT IMPROVEMENTS.** (a) Tenant shall make no alterations or changes, structural or otherwise, to any part of the Premises, either exterior or interior, without Landlord's written consent, except as otherwise provided herein. Notwithstanding the foregoing, Tenant may make interior, cosmetic, non-structural alterations to the Premises if (i) the cost of any such alterations in any Lease Year is less than Ten Thousand Dollars (\$10,000.00), and (ii) Tenant provides Landlord with detailed plans and specifications for all such alterations. All alterations made by Tenant pursuant to the preceding sentence shall be removed by Tenant prior to the expiration of the term of this Lease. In the event of any such approved changes, Tenant shall have all work

done at its own expense. Request for such consent shall be accompanied by plans stating in detail precisely what is to be done. Tenant shall comply with all building codes, regulations and laws now or hereafter to be made or enforced in the municipality, county and/or state in which said Premises are located and which pertain to such work and all laws and regulations of the United States including, without limitation, the Americans With Disabilities Act. Any additions, improvements, alterations and/or installations made to the Premises (except only movable office furniture and fixtures) shall become and remain the property of Landlord and a part of the Premises; provided, however, that if Landlord gives written notice to Tenant at the expiration or other termination of this Lease to such effect, it may require Tenant to remove some or all of such improvements and restore said Premises to the condition in which the Premises are required to be on the later of (i) the Rent Commencement Date, or (ii) the date Tenant opens for business, at Tenant's sole cost and expense. Tenant shall keep the Premises and all other parts of the Shopping Center free from any and all liens arising out of or in connection with any work performed, materials furnished or obligations incurred by or on behalf of Tenant, and agrees to bond against or discharge any mechanics', materialmen's or other such liens within ten (10) days after written request therefor by Landlord. Tenant shall hold Landlord harmless from and against all expenses, liens claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

(b) Subject to the provisions of the preceding paragraph 20(a), any improvements made by Tenant shall immediately become the property of Landlord and shall remain upon the Premises in the absence of agreement to the contrary. Tenant further will not cut or drill into or secure any fixture, apparatus, or equipment of any kind to any part of the Premises without first obtaining Landlord's written consent which consent will not be unreasonably withheld. Tenant agrees to accept delivery of the Premises upon completion of Landlord's Work, as set forth in Exhibit E. Upon delivery of the Premises to Tenant, Tenant shall, and hereby agrees at its sole cost and expense, to remodel, refurbish and redecorate the interior thereof, including the making of all interior improvements, alterations and changes to the Premises including, but not limited to, new ceiling, new lighting, new flooring, new wall coverings, and new storefront identification sign, necessary to place same in a first class, modern and attractive condition and to enable Tenant to properly use the Premises for the purposes set forth in this Lease.

(c) All work to be performed by Tenant hereunder shall be in accordance with detailed plans and specifications for same to be prepared by Tenant and submitted to Landlord, within forty-five (45) days of Tenant's receipt of Landlord's plans for the Premises, for Landlord's written approval. If Tenant fails to provide Landlord with detailed plans and specifications for its work within the period provided in the preceding sentence, then, in addition to any other remedy available to Landlord under this Lease or at law or in equity, Landlord may, in its discretion, elect to (i) reduce the period between the Lease Date and the Rent Commencement Date by two (2) days for each day Tenant is late in delivering its plans and specifications to Landlord, and/or (ii) collect from Tenant, as liquidated damages with respect to such default of Tenant in addition to Minimum Rent and other amounts payable hereunder, as Additional Rent, an amount equal to one-fifteenth (1/15) of the monthly amount of Minimum Rent specified in this Lease for the first Lease Year, for each day Tenant delays in submitting its plans and specifications to Landlord in accordance with this Article 20. It is expressly agreed that Tenant shall not commence any such work until said plans and specifications have been approved by Landlord. All work to be performed by Tenant shall be performed in a good and workmanlike manner, in accordance with all rules, regulations, codes and ordinances of any local, municipal, state and/or Federal authorities having jurisdiction thereof. Permits, licenses or approvals required for said work from such authorities shall be obtained by Tenant at its sole cost and expense. Tenant shall provide to Landlord Tenant's (i) code-compliant proposed plans and, (ii) prior to commencing any work in the Premises, final plans, all of which shall be in a PDF file format and a CAD file format including, without limitation (as applicable), plans for architectural changes and electrical, plumbing and mechanical work. In the performance of work in the Premises, Tenant shall at all times comply with any construction rules and regulations

adopted from time to time by Landlord, and each such construction rule or regulation shall be deemed to be a covenant of this Lease to be performed and observed by Tenant.

(d) Tenant agrees that it shall fully complete the remodeling of the Premises as above set forth before the Rent Commencement Date. Tenant expressly agrees to protect, indemnify and save Landlord harmless from any liability to any person or estate for damage to person or property occurring, during the work proposed hereunder, whether before or after the commencement of the term of this Lease. It is expressly understood and agreed that any such alterations, changes or improvements shall in no way harm the structure of the Premises or diminish the value of same or of the Shopping Center. At any time after the expiration of the fifth (5th) anniversary of the Lease Date, and at any time after the end of each succeeding five (5) year period thereafter (if any), Tenant shall, within thirty (30) days after receipt of a written request from Landlord, commence and thereafter diligently pursue, in accordance with the provisions of this Article 20 and the other provisions of this Lease, all work required to remodel, redecorate and refurbish the Premises to the same condition as described in paragraph (b) above for the work to be performed by Tenant at the time of initial delivery of the Premises to Tenant.

(e) Landlord's approval of Tenant's plans and specifications under this Article 20 or any other provisions of this Lease is solely for the purpose of ascertaining whether Tenant's proposed alterations will have an adverse impact on the structural components or Common Facilities of the Shopping Center and to insure the aesthetic and architectural harmony of the Tenant's proposed alterations with the remainder of the Shopping Center. No approval of plans by Landlord shall be deemed to be a representation or warranty by Landlord that such plans or the work provided for therein will comply with applicable codes, laws or regulations or be in conformance with any insurance or other requirements which affect the Premises or the Shopping Center, or that the Premises are structurally adequate to support the work shown on such plans, and Tenant shall have the sole responsibility of ascertaining and complying with all such requirements notwithstanding Landlord's approval of Tenant's plans.

**21. NOTICE OF NON-LIABILITY. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANICS' OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES OR THE SHOPPING CENTER. WHENEVER AND AS OFTEN AS ANY LIEN ARISING OUT OF OR IN CONNECTION WITH ANY WORK PERFORMED, MATERIALS FURNISHED OR OBLIGATIONS INCURRED BY OR ON BEHALF OF TENANT SHALL HAVE BEEN FILED AGAINST THE PREMISES OR THE SHOPPING CENTER, OR IF ANY CONDITIONAL BILL OF SALE SHALL HAVE BEEN FILED FOR OR AFFECTING ANY MATERIALS, MACHINERY OR FIXTURES USED IN THE CONSTRUCTION, REPAIR OR OPERATION THEREOF, OR ANNEXED THERETO BY TENANT, TENANT SHALL FORTHWITH TAKE SUCH ACTION BY BONDING, DEPOSIT OR PAYMENT AS WILL REMOVE OR SATISFY THE LIEN OR CONDITIONAL BILL OF SALE WITHIN TEN (10) DAYS OF LANDLORD'S WRITTEN REQUEST THEREFOR.**

**22. PROPERTY AT TENANT'S RISK.** (a) It is understood and agreed that all personal property and all non-structural improvements in the Premises, of whatever nature, whether owned by Tenant or any other person, shall be and remain at Tenant's sole risk and Landlord shall not assume any liability or be liable for any damage to or loss of such personal property, arising from the bursting, overflowing, or leaking of the roof or of water, sewer or steam pipes, or from heating or plumbing fixtures or from the handling of electric wires or fixtures or from any other cause whatsoever, it being the intention of the parties that Landlord shall have no liability for any such matters and that any and all claims for such matters will be covered by the insurance Tenant is required to maintain pursuant to Article 23 of this Lease.

(b) All trade fixtures hereafter installed by Tenant in the Premises shall be new and subject to the provisions of paragraph 22(c) herein, shall remain the property of Tenant and shall be removable by Tenant at the expiration or earlier termination of the term of this Lease provided that (i) Tenant shall not at such a time be in default under this Lease, and (ii) in the event of the removal of any or all of such trade fixtures Tenant shall promptly restore the damage done to the Premises by the installation and/or removal thereof. If Tenant fails to remove Tenant's trade fixtures and/or to so restore the Premises, Landlord may do so, collecting, at Landlord's option, the cost and expenses thereof, as Additional Rent, upon demand. Any such trade fixtures which are not removed and those which by the terms of this Lease are not removable by Tenant at or prior to any termination of this Lease including, but not limited to, a termination by Landlord pursuant to this Lease, shall, unless Landlord gives Tenant notice to remove any or all of such trade fixtures, be and become the property of Landlord (without any obligation by Landlord to pay compensation for such trade fixtures). In the event Landlord gives Tenant such notice to remove any or all of such trade fixtures, Tenant shall promptly remove such of the trade fixtures as may be specified by Landlord in such notice. Notwithstanding anything herein contained to the contrary or any decision of any court to the contrary, the term "trade fixtures" shall not include any air-conditioning, heating, lighting, electrical and plumbing equipment installed by Tenant in the Premises, nor any wiring or other apparatus related thereto. Prior to surrendering the Premises in accordance with Article 40 of the Lease, Tenant shall remove any and all signs attached to the Premises and/or installed in or on the Premises by Tenant, including any signs or other materials identifying the business conducted by Tenant in the Premises, posted in or on the Premises or the Shopping Center, and shall patch and otherwise repair any façade or other surface affected by the removal of any such signs to Landlord's satisfaction.

(c) In addition to all other remedies provided for in this Lease, to secure the payment of all Minimum Rent, Additional Rent or any other monies owed by Tenant to Landlord, Landlord shall have, at Landlord's option and upon notice thereof to Tenant, a security interest in all tangible personal property of Tenant on or about the Premises including, but not limited to, inventory, furniture, trade fixtures, equipment, etc., and this Lease is intended to be and shall be a security agreement, as defined in the Uniform Commercial Code. Tenant hereby authorizes Landlord, by and through its attorney, officers or other agent designated by Landlord, to execute and/or record a U.C.C.-1 on Tenant's behalf to perfect any security interest created under this Article, and Tenant shall reimburse Landlord for all fees or other costs incurred in connection with recording a U.C.C.-1. Tenant agrees, upon the request of Landlord, if required by applicable law, to execute any and all documents which Landlord deems necessary or desirable in order to perfect such security interest, including but not limited to, a U.C.C.-1 financing statement (a "U.C.C.-1"). Tenant shall not grant a security interest in or permit a lien to attach to any of the furniture, fixtures, equipment or other personal property used in the operation of Tenant's business in the Premises or otherwise located in the Premises without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. Tenant hereby appoints any attorney of any court of record within the United States who may be, from time to time, designated in writing by Landlord (including any successor or assign of Landlord's estate in the Premises) (the "Agent") as Tenant's attorney-in-fact with full power and authority, for and on behalf of Tenant and Tenant's successors and assigns, to execute any documents and to take, at the sole cost and expense of Tenant (or Tenant's successor or assign), all actions necessary or required, in Agent's discretion (including, without limitation, the power and authority to execute, acknowledge and record documents on Tenant's behalf) to contact, negotiate with, and require information from any lender or other party claiming a security interest or other interest in any property located in the Premises, including, without limitation, the right on Tenant's behalf, in accordance with the provisions of Section 9-210 of the Uniform Commercial Code, to make a request for an accounting and/or a request regarding a list of collateral and/or a request regarding a statement of account. The foregoing power of attorney is coupled with an interest and is irrevocable and shall be exercisable by Landlord with respect to any liens or other interests claimed in any property located in the Premises, including liens or other interests which were not consented to by Landlord or were otherwise granted or created in violation of this Lease.

(d) Landlord will, upon receipt of written request from Tenant, execute an agreement, on Landlord's form, subordinating any Landlord liens it may have on Tenant's inventory, trade fixtures and other personal property as a result of this Lease to a lien on such personal property held by any bona fide, third party lender; provided, however, that, notwithstanding anything herein contained or any decision of any court to the contrary, the term "trade fixtures" shall not include any air-conditioning, heating, lighting, electrical and plumbing equipment installed by Tenant in the Premises, nor any wiring or other apparatus related thereto.

**23. INSURANCE.** (a) Tenant agrees to indemnify and save Landlord and Landlord's partners, officers, directors, employees and agents harmless from any and all liabilities, damages, causes of action, suits, claims, judgements, costs and expenses of any kind (including attorney fees): (i) relating to or arising from or in connection with the possession, use, occupancy, management, repair, maintenance or control of the Premises, or any portion thereof; (ii) arising from or in connection with any act or omission of Tenant or Tenant's agents, employees or invitees; or (iii) resulting from any default, violation or injury to person or property or loss of life sustained in or about the Premises. To assure such indemnity, Tenant shall carry and keep in full force and effect at all times during the term of this Lease for the protection of Landlord and Landlord's managing agent and Tenant herein, commercial general liability and property damage insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence; with not less than a Two Million Dollar (\$2,000,000.00) aggregate per location. If any act or omission of Tenant in violation of the provisions of this Lease alters the classification or increase the rate of insurance on the Premises or the Shopping Center then Landlord's costs and expenses incurred with respect to curing any such default of Tenant, and any costs and expenses incurred by Landlord (including, without limitation, attorney fees) as a direct or indirect result of any default of Tenant (whether or not cured by Tenant) shall, upon demand, be paid for by Tenant as Additional Rent.

(b) Tenant shall be and remain liable for the maintenance, repair and replacement of all plate glass in the Premises with glass of like kind and quality. If requested by Landlord, Tenant shall keep the same insured under a policy of plate glass insurance.

(c) Tenant shall obtain and at all times during the term hereof maintain, at its sole cost and expense, a Special Form Cause of Loss policy of insurance covering the Premises and any permanent alterations to the Premises made by Tenant or Landlord in accordance with this Lease (excluding only structural improvements and components required to be insured and maintained by Landlord) including, without limitation, decorative finishes, special lighting or fixtures unique to Tenant's use of the Premises and any trade fixtures or other fixtures or property (including improvements which may not be removed by Tenant under the terms of this Lease), and all of Tenant's fixtures, equipment and inventory installed and/or located in the Premises, together with insurance against loss of business income, vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage, equipment breakdown, and any proceeds of such insurance so long as this Lease shall remain in effect, shall be used only to repair or replace the items so insured.

(d) Said public liability and property damage insurance policies and any other insurance policies carried by Tenant with respect to the Premises shall: (i) be issued in form acceptable to Landlord by good and solvent insurance companies qualified to do business in the state in which the Premises are located and reasonably satisfactory to Landlord; (ii) be endorsed to name Landlord, Landlord's managing agent, Tenant and any other parties in interest from time to time designated in writing by notice from Landlord to Tenant as Additional Insureds; (iii) be written as primary policy coverage and not contributing either to or in excess of any coverage which Landlord may carry; (iv) provide for thirty (30) days prior written notice to Landlord of any cancellation or other expiration of such policy or any defaults or material changes thereunder; (v) contain an express waiver of any right of subrogation

by the insurance company against Landlord and Landlord's managing agent; (vi) include business income insurance insuring against loss of income and extra expense in such amounts as will reimburse Tenant for direct or indirect loss of earnings and incurred costs, attributable to the perils covered by Tenant's property insurance, for a period of twelve (12) months; and (vii) contain an express contractual indemnity endorsement covering Tenant's obligations under this Lease. Such insurance policies shall be obtained from an approved insurance company and Tenant shall deliver a copy of said policy or an original Certificate of Insurance to Landlord, before Tenant takes occupancy of the Premises, showing the same to be in full force and effect. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Tenant's insurance coverage shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease. If, at any time during the term, any type of insurance policy required by this Lease is no longer available, discontinued or generally considered outdated within the insurance industry, then in lieu of such outdated policy, Landlord and Tenant shall maintain the new type of policy replacing and most comparable to such outdated policy. Upon not more than thirty (30) days after the expiration dates of the expiring policies theretofore furnished pursuant to this Article, Certificates of Insurance bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord.

(e) During periods of construction, renovation or repair by Tenant, except for improvements that do not require a building permit, Tenant shall maintain in effect builder's risk policies in amounts equal to the value of the improvements in place installed by Tenant and/or its contractor(s), and naming Landlord as a loss payee. Prior to commencing any work in the Premises, Tenant shall provide to Landlord certificates of insurance from Tenant's general contractor showing that the general contractor has (i) worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises, and (ii) commercial general and automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for the work to be performed by or on behalf of Tenant, and such liability insurance policy shall name Landlord as an additional insured.

(f) In addition to the indemnity and insurance provision stipulated in this Article 23, the Tenant shall also obtain and at all times during the term of this Lease maintain the following additional insurance of the type marked below with an "X":

- Gradual Pollution and/or Contamination Liability
- Umbrella Liability in limits of not less than Two Million Dollars (\$2,000,000.00)
- Products Liability
- Liquor Liability
- Fungus, Wet Rot, Dry Rot, Bacteria and Virus

**24. DAMAGE.** If the Premises are damaged by fire or other cause covered by Landlord's policy of fire insurance with extended coverage or other property damage insurance carried by Landlord, all damage to the structural portions of the building required to be maintained by Landlord pursuant to this Lease shall be repaired by and at the expense of Landlord and the rent until such repairs shall have been made shall abate pro-rata according to the part of the Premises which is unusable by Tenant. However, if such damage was caused by the negligence of Tenant, its employees, agents, contractors, visitors or licensees, then all rents shall be payable by Tenant during such period. Due allowance shall be made for reasonable delay which may arise by reason of adjustment of fire insurance on the part of Landlord and/or Tenant, and for delay on account of labor troubles or any other cause beyond Landlord's control. If, however, the Premises are rendered wholly untenable by fire or other cause, or Landlord shall decide not to rebuild the same, Landlord may, at its option, cancel and terminate

this Lease by giving Tenant, within sixty (60) days from the date of such damage, notice in writing of its intention to cancel this Lease, whereupon the term of this Lease shall cease and terminate upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord, but in neither of the certain contingencies in this Article mentioned shall there be any liability on the part of Landlord to Tenant covering or in respect of any period during which the occupation of said Premises by Tenant may not be possible because of the matters hereinabove stated. If Landlord does not elect to terminate this Lease as provided above, Landlord shall proceed in a commercially reasonable manner to repair the portions of the Premises which Landlord is required to restore in accordance with this Article 24 and, upon the completion of such repairs, Tenant shall use diligent and commercially reasonable efforts to repair the portions of the Premises which are the responsibility of Tenant to insure under this Lease.

**25. CONDEMNATION.** (a) If the Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, or by deed in lieu thereof, Tenant agrees to make no claim for compensation in the proceedings, and hereby assigns to Landlord any rights which it may have to any portion of any award made as a result of such taking. In the event of any such taking, this Lease shall terminate as to the portion of the Premises taken by the condemning authority and rent shall be reduced in proportion to the portion of the Premises so taken as of the date of such taking; provided, however, that in the event more than twenty percent (20%) of the floor area contained within the Premises are taken, Tenant shall have the option of terminating this Lease, which option shall be exercised by a notice delivered to Landlord within thirty (30) days of the date of such taking, whereupon the term of this Lease shall cease and terminate on the date of title vesting in the condemning authority. The foregoing notwithstanding, Tenant shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by it which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such awards shall be made by the condemnation court in addition to and stated separately from the award made by it for the land and the building or part thereof so taken.

(b) If any part of the parking area in the Shopping Center shall be acquired or condemned as aforesaid, and if, as a result thereof the ratio of parking spaces to building area does not meet the requirements of applicable codes, then the term of this Lease shall cease and terminate upon the vesting of title in such condemning authority unless the Landlord shall take immediate steps toward restoring the parking ratio to a ratio in excess of three or more spaces to each one thousand square feet of GLA, in which event this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In the event of any termination of this Lease as provided in this Article 25, Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of said termination.

(c) If the nature, location or extent of any proposed condemnation affecting the Shopping Center is such that Landlord elects in good faith to demolish or abandon the use of the Shopping Center, then Landlord may terminate this Lease by giving at least sixty (60) days written notice to Tenant at any time after such condemnation and this Lease shall terminate on the date specified in such notice.

**26. RULES AND REGULATIONS.** Tenant shall at all times comply with the rules and regulations set forth on Exhibit B attached hereto, and with any additions thereto and modifications thereof adopted from time to time by Landlord, and each such rule or regulation shall be deemed to be a covenant of this Lease to be performed and observed by Tenant.

**27. PARKING AREAS AND OTHER FACILITIES.** All parking areas and facilities furnished by Landlord in or near the Shopping Center, including employee parking areas, parking decks, the driveways, pedestrian

sidewalks and ramps, landscaped areas, exterior stairways, and other areas and improvements provided from time to time by Landlord for the general use, in common, of tenants and other occupants of the Shopping Center, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations therefor. Landlord grants to Tenant, during the term hereof, the non-exclusive right to use, in common with others, all automobile parking areas and driveways within the Shopping Center for the accommodation and parking of passenger automobiles of Tenant, its officers, agents, employees and customers. Tenant agrees that it will cause its officers, agents, and employees to park their automobiles only in such areas as Landlord may from time to time designate as employee parking areas.

**28. PERFORMANCE BY TENANT.** Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will, upon receipt of written notice specifying action desired by Landlord in connection with any such covenant (including the payment of money other than the rent reserved hereunder), promptly comply with such notice; and further that if Tenant shall not promptly comply with such notice to the satisfaction of Landlord, then Landlord may, at its option, make any payments so specified on behalf of Tenant or enter upon the Premises and do the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action. Any and all such costs or expenses shall constitute Additional Rent hereunder.

**29. LANDLORD'S REMEDIES UPON DEFAULT.** Tenant shall be in default under this Lease if Tenant (i) fails to pay any installment of Minimum Rent, Additional Rent or other charges or money obligation to be paid by Tenant hereunder within five (5) business days after the same shall become due (all of which monetary obligations of Tenant shall bear interest at the highest rate allowable by law, not to exceed 18% per annum from the date due until paid); or (ii) defaults in the performance of any of the covenants, terms or provisions of this Lease (other than the payment, when due, of any of Tenant's monetary obligations hereunder) or any of the Rules and Regulations now or hereafter established by Landlord to govern the operation of the Shopping Center and fails to cure such default within the time period for cure specified in this Lease or, if no time period is specified, within twenty (20) days after written notice thereof from Landlord; or (iii) abandons the Premises or fails to keep the Premises continuously and uninterruptedly open for business; or (iv) files a voluntary petition in bankruptcy, or any similar petition seeking relief under any present or future federal, or other bankruptcy or insolvency statute or law; or if a proceeding under any present or future federal, state or other bankruptcy or insolvency statute or law shall be filed against Tenant or any asset of Tenant, and such proceeding shall not have been dismissed or vacated within thirty (30) days of the date of such filing; or (v) makes an assignment for the benefit of its creditors. Upon the occurrence of any of the above events, Landlord, at its option, may pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Landlord, at its option, may at once, or at any time thereafter, terminate this Lease by written notice to Tenant, whereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom, and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer or other tort.

(b) Landlord may, without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and, if Landlord so elects, make such alterations and repairs as, in Landlord's judgement, may be necessary to relet the Premises, and relet the Premises or any

part thereof for such rent and for such period of time and subject to such terms and conditions as Landlord may deem advisable and receive the rent therefor. Upon each such reletting, the rent received by Landlord in respect of such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, including interest thereon; second, to the payment of any loss and expenses of such reletting, including brokerage fees, attorney fees and the cost of such alterations and repair; third, to the payment of rent due and unpaid hereunder, together with interest thereon as herein provided; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Tenant agrees to pay to Landlord, on demand, any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such prior default.

(c) If Landlord shall re-enter the Premises and/or terminate this Lease in accordance with the provisions of this Article 29, Landlord may, in addition to any other remedy it may have, recover from Tenant all damages and expenses Landlord may suffer or incur by reason of Tenant's default hereunder, including without limitation, the cost of recovering the Premises and reasonable attorney fees. Tenant agrees that actual damages to Landlord resulting from Landlord's exercise of the remedies set forth in paragraphs (a) or (b) above, or from a failure of Tenant to operate in the Premises in accordance with the provisions of this Lease (including, without limitation, damages resulting from the adverse impact on the sales and percentage rent payable to Landlord by other tenants of the Shopping Center), will be difficult to ascertain, and therefore, after a default of Tenant hereunder, Tenant shall also pay to Landlord "Agreed Damages" for the failure of Tenant to observe and perform the covenants of this Lease, which at the election of Landlord, shall be either: (A) the sum of (x) the monthly Minimum Rent plus (y) the Additional Rent payable hereunder for the month immediately preceding such failure to operate, re-entry or termination, less (z) the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease, all of which sums shall become due and payable by Tenant to Landlord upon the first day of each calendar month during the otherwise unexpired portion of the term hereof; or (B) the whole of said Agreed Damages calculated under clause (A) multiplied by the number of months then remaining in the lease term, discounted to present value at a rate of six percent (6%) per annum as of the date of termination or re-entry by Landlord; provided, however, that if Landlord shall relet the Premises and the rent received by Landlord in respect of such reletting together with the discounted Agreed Damages paid by Tenant, less the costs and expenses incurred by Landlord in such reletting, shall exceed the rent reserved hereunder for that period which would otherwise have constituted the remainder of the term hereof, then Landlord shall, upon the expiration of the period which would have constituted the term of this Lease, refund to Tenant the lesser of the amount of such excess or the discounted Agreed Damages theretofore paid by Tenant.

(d) If the rent agreed to be paid, including all other sums of money which under the provisions hereto are declared to be rent, shall be in arrears in whole or in part for five (5) or more days, Landlord may at its option (if such arrearage remains unpaid after ten (10) days written notice to Tenant) declare the tenancy hereunder converted into a tenancy from month to month, and upon giving written notice to Tenant of the exercise of such option, Landlord shall forthwith be entitled to all provisions of law relating to the summary eviction of monthly tenants in default in rent.

(e) Anything in this Lease to the contrary notwithstanding, in order to cover the extra expense involved in handling delinquent payments, Tenant shall pay a "late charge" in an amount equal to the greater of (i) 5% of any delinquent payment, or (ii) \$250.00, when any installment of Minimum Rent (or any other amount as may be considered Additional Rent under this Lease) is paid more than five (5) business days after the due date thereof.

It is hereby understood that this charge is for extra expenses incurred by the Landlord in processing the delinquency.

(f) Tenant hereby appoints as its agent to receive service of all dispossession or other proceedings and notices thereunder and under this Lease the person apparently in charge of the Premises at the time, and if no person then appears to be in charge of the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that, in such later event, a copy of any such proceedings or notice shall also be mailed to Tenant in the manner set forth in Article 36 hereof.

(g) Tenant shall be considered in "Habitual Default" of this Lease upon (i) Tenant's failure, on two (2) or more occasions during any Lease Year, to pay, when due, any installment of Minimum Rent, Additional Rent, or any other sum required by the terms of this Lease, or (ii) Tenant's repeated violation of, or failure to comply with, any term covenant or condition of this Lease after written notice of such violation or failure to comply has been given by Landlord to Tenant. Upon the occurrence of an event of Habitual Default on the part of Tenant, Tenant shall immediately be deemed to have released any and all options or rights granted, or to be granted, to Tenant under the terms of this Lease (including, without limitation, rights of renewal, rights to terminate, or rights of first refusal), and Landlord may, in addition to its other remedies under this Lease, by notice to Tenant, (i) increase the security deposit required hereunder to an amount equal to six (6) months of Minimum Rent (or, at Landlord's option, a lesser period) such amount to be due and payable within ten (10) days after the date of such notice, and/or (ii) upon the occurrence of each such event of habitual default, increase the annual Minimum Rent payable from time to time under Article 3 by an amount equal to One Dollar (\$1.00) multiplied by the number of square feet of leasable area in the Premises. If on more than two (2) occasions during the Lease term, checks delivered by Tenant to Landlord are not honored by Tenant's bank, then Landlord may, at its option, upon notice to Tenant, require that all future checks delivered in payment of amounts due under this Lease shall be in the form of either bank certified or bank cashier's checks, and Landlord shall not be obligated to accept any payment from Tenant which is not a certified or cashier's check. All bank service charges incurred by Landlord as a result of any dishonored checks delivered by Tenant to Landlord shall be reimbursed to Landlord by Tenant as Additional Rent.

(h) Pursuit of any of the foregoing remedies shall not preclude Landlord from pursuing any other remedies therein or at law or in equity provided, nor shall pursuit of any remedy by Landlord constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of Tenant's violation of any of the covenants and provisions of this Lease. Suit or suits for the recovery of damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it has not been terminated under the provisions of this Article 29, or under the provisions of law, or had Landlord not re-entered the Premises. Tenant hereby waives any right to assert or maintain any counterclaims against Landlord in any action brought by Landlord to obtain possession of the Premises. No act of Landlord (including, without limitation, acts of maintenance, efforts to relet the Premises, or any other actions taken by Landlord or its agents to protect Landlord's interests under this Lease) other than a written notice of termination, shall terminate this Lease. The acceptance of keys to the Premises by Landlord, its agents, employees, contractors or other persons on Landlord's behalf shall not be deemed or constitute to effect a termination of this Lease unless such early termination is evidenced by a written instrument signed by Landlord. If Tenant is in arrears in the payment of rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited and Tenant agrees that Landlord may apply any payments made by Tenant to any items Landlord sees fit irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited. The receipt or acceptance of payments of Minimum Rent or Additional Rent by Landlord, its agents, employees, contractors or other persons on Landlord's behalf after Landlord has elected to terminate this

Lease or reenter as provided in this Article 29 shall not be deemed or constitute to effect a cure by Tenant of any default, but shall be deemed to be payment on account with respect to Tenant's underlying obligations, and Landlord may accept such check without prejudice to any other rights or remedies which it may have against the Tenant.

**30. LAWS AND ORDINANCES.** (a) Tenant will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the government of the United States and the municipality, county and/or state in which the Premises are located, whether required of Landlord or otherwise, arising from or out of Tenant's business or the use or occupation of the Premises by Tenant, except that Landlord shall comply with any orders affecting the roof, structural walls and columns unless such compliance is due to Tenant's particular business or use or occupation of the Premises. Tenant will indemnify and save Landlord harmless from all penalties, claims and demands resulting from Tenant's failure or negligence in this respect.

(b) Notice required under Florida Statute 404.056: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

**31. ROOF RIGHTS.** Landlord shall have the exclusive right to use all or any portion of the roof of the Premises for any purpose, and shall have the right to erect additional stories or other structures over all or any part of said Premises.

**32. SIGNS.** (a) Tenant shall submit a sign manufacturer's storefront trade name sign drawing that conforms to Landlord's Sign Criteria, within fifteen (15) days after the mutual execution of this Lease, for Landlord's written approval and shall have the approved sign installed on the Premises on or before the later of (i) sixty (60) days after the date Landlord delivers possession of the Premises to Tenant or (ii) the date Tenant opens for business in the Premises.

(b) Tenant shall not place or permit to be placed on the exterior of the Premises, on the door, window or roof thereof, in any display window space, or within five (5) feet behind the storefront of the Premises if visible from the Common Facilities, any sign, placard, decoration, lettering, advertising matter or descriptive material without Landlord's prior written approval. Tenant may, however, utilize such material within the Premises on a temporary basis to advertise special sales or promotions without Landlord's consent, provided that the material is professionally made, is in good taste, and is not taped or attached to any window of the Premises.

(c) Additionally, any sign, advertising matter, or any other thing of any kind placed upon the exterior of the Premises shall be approved in writing by Landlord and shall conform to (i) any and all applicable laws, ordinances or regulations of any governmental authorities, and sign criteria adopted by Landlord, (ii) any insurance requirements, and (iii) the Sign Criteria attached to this Lease as Exhibit D. Any such approved signs shall be maintained by Tenant in good condition and repair and in accordance with the standards of the Shopping Center, and Landlord shall have the right to require Tenant to upgrade or replace any such signs. Tenant shall obtain and pay for all permits and licenses required in connection with any such approved sign(s), and shall be responsible for the proper installation thereof. In no event shall Tenant place or maintain any sign, decoration, letter or advertising matter of any kind on the glass of any windows or doors of the Premises; provided, however, that Tenant may attach signs to the windows of the Premises on a temporary basis to advertise special sales or

promotions if such signs are professionally made and do not cover more than twenty percent (20%) of the glass area of any of Tenant's windows.

(d) Landlord shall have the right, without notice to Tenant and at Tenant's sole risk and expense, to remove any items displayed or affixed in or to the Premises which Landlord in good faith determines to be in violation of the provisions of this Article 32. All signs installed by Tenant shall be insured, and shall be maintained by Tenant at all times in first class condition, operating order and repair. Tenant shall commence to repair any of Tenant's signs which have been damaged within five (5) business days after such damage occurs. Tenant shall perform such other maintenance to its signs and canopies as Landlord shall reasonably request. In the event Tenant fails to repair any of its signs as specified above, Landlord shall have the right to make such reasonable repairs as Landlord deems necessary at Tenant's sole cost and expense.

**33. SUBORDINATION.** (a) This Lease is subject and subordinate to the lien of any ground leases and to all mortgages, deeds of trust or deeds to secure debt which may now or hereafter affect or encumber the Shopping Center or the real property of which the Premises form any part, and to all renewals, modifications, consolidations, replacements or extensions thereof. This Article shall be self-operative and no further instrument of subordination shall be required. In confirmation of any such subordination, Tenant shall execute within five (5) business days after receipt, any certificate that Landlord may reasonably so request. No foreclosing lender nor any purchaser at foreclosure shall be liable for any defaults (including defaults of a continuing nature) by any prior landlord, or for the return of any security deposit. Tenant covenants and agrees to attorn to Landlord or to any successor to Landlord's interest in the Premises, whether by sale, foreclosure or otherwise.

(b) Notwithstanding the foregoing, if any ground lessor, mortgagee or the holder of any deed of trust or deed to secure debt shall elect to make the lien of this Lease prior to the lien of its ground lease or mortgage, then, upon such party giving written notice to such effect at any time prior to the commencement of foreclosure (which notice may be by the filing of a notice thereof for record among the land records), this Lease shall be deemed to be prior in lien to the lien of such ground lease or mortgage, whether dated prior or subsequent thereto.

**34. ESTOPPEL CERTIFICATES.** Tenant agrees, at any time and from time to time, within five (5) business days after written notice by Landlord, to execute, acknowledge and deliver to Landlord or to such person(s) as may be designated by Landlord, a statement in writing (i) certifying that Tenant is in possession of the Premises, has unconditionally accepted the same and is currently paying the rents reserved hereunder, (ii) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), (iii) stating the dates to which the rent and other charges hereunder have been paid by Tenant and (iv) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which notice to Landlord should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner, prospective purchaser, mortgagee or prospective mortgagee of the Shopping Center or of Landlord's interest therein, or any prospective assignee of any such mortgagee. Tenant further agrees, at any time and from time to time, within five (5) business days after written notice by Landlord, to deliver to Landlord its most recent financial statement, which shall not, in any event, be more than ninety (90) days old. If Tenant files quarterly and annual statements with the Securities and Exchange Commission, then Tenant's most recent "10-Q" (or, if applicable, "10-K") statement shall be supplied to Landlord. If Tenant has its financial statements audited on an annual basis, then Tenant shall supply Landlord with its most recent audited statement and with its most recent unaudited financial statement, certified to be true and correct by Tenant's chief financial officer. If Tenant does not regularly have its financial statements audited, then Tenant shall supply Landlord with its most recent unaudited financial information, certified to be true and correct by Tenant's chief financial officer, which information shall not,

in any event, be more than ninety (90) days old. If Tenant does not regularly have financial statements prepared, then Tenant shall supply Landlord with such financial information respecting the financial condition of Tenant as Landlord may reasonably require including, without limitation, copies of Tenant's state and federal quarterly and annual income tax reports and statements, certified to be true and correct by Tenant or Tenant's chief financial officer. If Tenant fails to deliver to Landlord any of the information described above, then Landlord may, at its option, elect (to the extent such documents or information is available from governmental or other sources) to obtain any such items or information which Tenant has failed to deliver, in which event Tenant shall reimburse Landlord for all costs and expenses incurred in obtaining such items plus an additional processing fee of three times the Landlord's actual cost of obtaining such items to compensate Landlord for the administrative work in performing Tenant's obligations under this Article. Tenant hereby authorizes Landlord, and/or any of its affiliates, partners, managers, subsidiaries, employees or designees (hereinafter collectively referred to as "Landlord Affiliates"), to make any credit inquiries that Landlord Affiliates may deem necessary in connection with Tenant's request to lease space in property owned by Landlord Affiliates. This authorization includes requests for credit reports and credit scores from Equifax, Experian and TransUnion credit bureaus, and follow-up credit inquiries/checks that Landlord Affiliates may deem necessary now or in the future, in connection with the tenancy contemplated.

**35. HOLD-OVER.** If Tenant shall not immediately surrender the Premises the day after the end of the term hereby created, then Tenant shall, by virtue of this agreement, become, at Landlord's option, either (a) a tenant at sufferance, or (b) a tenant from month-to-month. In either of such events, rent shall be payable at a monthly or daily rate, as the case may be, of triple the Minimum Rent and Additional Rent payable by Tenant immediately prior to the expiration or termination of the term, with said tenancy to commence on the first day after the end of the term above demised; and said tenancy shall be subject to all of the conditions and covenants of this Lease insofar as such covenants and conditions are applicable thereto. Nothing contained in this Lease shall be construed as a consent by Landlord to the occupancy or possession of the Premises after the expiration of the term of this Lease. If Landlord fails to make an election under clause (a) or (b) within ten (10) days after the expiration or termination of the term, the hold-over tenancy shall be deemed to be a tenancy from month-to-month. If Tenant holds over as a month-to-month tenant, each party hereto shall give to the other at least thirty (30) days written notice to quit the Premises (any right to a longer notice period being hereby expressly waived), except in the event of non-payment of rent in advance or of the other Additional Rent provided for herein when due, or of the breach of any other covenant by the said Tenant, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being expressly waived; provided, however, if Tenant shall hold over after expiration of the term hereby created, and if Landlord shall desire to regain possession of said Premises promptly at the expiration of the term aforesaid, then at any time prior to the date Landlord makes (or is deemed to have made) its election under clause (b) of this Article 35, Landlord at its option, may re-enter and take possession of the Premises forthwith, without process, or by any legal action or process in force in the state in which the Premises are located; provided, however, that if Landlord has accepted rent for any period beyond the expiration of the term and Tenant is not then in default under any of the provisions of this Lease, Landlord shall promptly refund to Tenant an amount equal to any excess rent received by Landlord with respect to any period after Landlord exercises its right to re-enter the Premises under this Article 35.

**36. NOTICES.** All notices, rent or other payments required or desired to be given hereunder by either party to the other shall be sent by first class mail, postage prepaid, or by a reputable commercial messenger service, except that notices of default and notices related to the exercise of options or other rights under this Lease shall be sent by certified mail, return receipt requested or by a receipted overnight commercial messenger service (such as Federal Express or UPS) for delivery on the next following business day. Notice of any matter given orally, by telephone, facsimile, email or in any form other than as provided in this Article 36 shall be of no force or effect, and

shall not be binding on the intended recipient unless the intended recipient, at its option and without any obligation to do so, sends the party sending such communication a notice in accordance with this Article 36 accepting receipt of such non-conforming notice and waiving the requirements of this Article 36. Consent by Landlord to any non-conforming notice shall not constitute a waiver of the requirements of this Article 36 with respect to any subsequent notice or notices. Notices sent by mail shall be deemed to be received on the date of actual receipt by the recipient or on the date delivery is refused. Notices sent by a receipted overnight commercial messenger service shall be deemed received on the next business day after depositing with such delivery service. Notices to the respective parties, and any amounts required to be paid hereunder, shall be addressed and sent as follows:

If to Landlord:	NOTICES AND CORRESPONDENCE c/o Saul Holdings Limited Partnership 7501 Wisconsin Avenue, Suite 1500E Bethesda, Maryland 20814 Attn: Legal Department	RENT, PAYMENTS, ETC. c/o Saul Holdings Limited Partnership P.O. Box 38042 Baltimore, Maryland 21297-8042
If to Tenant:	Aric Lemon, CEO Cryo Group Boca, Inc. 1461 NW St. Lucie Port St. Lucie, Florida 34986	

Either party may designate a substitute address, from time to time, by notice in writing sent in accordance with the provisions of this Article 36.

**37. LANDLORD'S LIABILITY.** Any agreement, obligation or liability made, entered into or incurred by or on behalf of Landlord binds only its property and no shareholder, partner, officer, agent or employee of the Landlord assumes or shall be held to any liability therefor. Tenant agrees that Landlord shall have no personal liability with respect to any of the provisions of this Lease and Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center of which the Premises forms a part for the satisfaction of Tenant's remedies, including, without limitation, the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Landlord, subject, however, to the prior rights of any holder of any mortgage or deed of trust covering all or part of the Shopping Center, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and, if Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. Tenant shall not in any event be permitted to recover any speculative, indirect, consequential, incidental damages or punitive damages against Landlord. This Article 37 shall inure to the benefit of Landlord's successors and assigns and their respective principals. Notwithstanding any provision herein or in any future law or judicial holding to the contrary, and in consideration of the Landlord's agreement to any provisions set forth in the Guaranty of this Lease which may limit the Guarantor's liability to an amount less than that for which Tenant would be liable in the event of a default, the maximum liability of the Landlord under this Lease is limited to and shall in no event ever exceed the maximum amount for which the Guarantor(s) would be then liable under the provisions of the Guaranty, and any judgment against Landlord shall be expressly limited to the foregoing amount.

**38. DELAY.** In the event Landlord, for any reason is unable to deliver possession of the Premises to Tenant on or before the latter to occur of (i) the date specified in this Lease for delivery of possession of the Premises to Tenant, or (ii) one hundred eighty (180) days after the Lease Date, this Lease shall remain in full force and effect and Tenant shall have no claim against Landlord by reason of any such delay, but no rent shall be payable during the pendency of any such delay, and the expiration date of the term of this Lease shall be extended for a period

equal to the period of such delay. If Landlord shall fail to deliver possession of the said Premises to Tenant within one (1) year after the Lease Date, then either party may, as its sole and exclusive remedy, terminate its Lease upon ninety (90) days prior written notice; provided, however, that any termination of this Lease by Tenant shall be null and void if Landlord delivers possession of the Premises to Tenant within ninety (90) days after receipt of Tenant's notice of termination.

**39. QUIET ENJOYMENT.** Landlord warrants that it has the right to make this Lease. Landlord covenants that if Tenant pays the rent and all other arrearages provided for herein, performs all of its obligations provided for hereunder and observes all of the other provisions, Tenant shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof.

**40. SURRENDER OF PREMISES.** At the expiration of or earlier termination of the term of this Lease, Tenant shall peacefully surrender the Premises to Landlord, in the same condition as the Premises were required to be in upon the Rent Commencement Date, ordinary wear and tear excepted to the extent the Premises are not required to be repaired and/or maintained by Tenant. Tenant shall surrender all keys for the Premises to Landlord and shall notify Landlord in writing of all combinations of locks, safes, and vaults, if any in the Premises. If the Premises are not surrendered as and when aforesaid, Tenant shall indemnify and hold Landlord harmless from and against all claims, loss or liability (direct, indirect, foreseeable or unforeseeable) resulting from the delay by Tenant in surrendering the Premises including, without limitation, any claims made by any succeeding occupant based upon Landlord's inability to deliver the Premises to any such succeeding occupant. Tenant shall comply with the provisions of Article 22 hereof respecting the removal of trade fixtures. Tenant's obligations to observe and perform the covenants set forth in this Article 40 shall survive the expiration or earlier termination of this Lease.

**41. LANDLORD'S RIGHTS.** In addition to Landlord's rights of self-help set forth elsewhere in this Lease or as provided by law or by equity, if Tenant at any time fails to perform any of its obligations under this Lease in a manner satisfactory to Landlord, Landlord shall have the right but not the obligation, to perform or cause to be performed such obligations on behalf and at the expense of Tenant and to take all such action Landlord deems appropriate to perform or cause to be performed such obligations. Landlord's costs and expenses incurred with respect to curing any default of Tenant, and any costs and expenses incurred by Landlord as a direct or indirect result of any default of Tenant (whether or not cured by Tenant) shall, upon demand, be paid for by Tenant as Additional Rent. In performing or causing the performance of any such obligations of Tenant, Landlord shall incur no liability for any loss or damage that may accrue to Tenant, the Premises or Tenant's property by reason thereof. The performance by Landlord of any such obligation shall not constitute a release or waiver of any of Tenant's obligations under this Lease. Tenant shall reimburse Landlord upon demand for any costs or expenses, including attorney fees, incurred by Landlord in connection with the enforcement of Tenant's obligations under this Lease or otherwise incurred by Landlord in connection with any judicial proceedings regarding the rights and obligations of Tenant under this Lease. Any and all costs or expenses incurred by Landlord pursuant to the provisions hereof shall be considered as Additional Rent hereunder.

**42. SHOWING OF PREMISES AND LANDLORD ACCESS.** Landlord shall have the right to enter upon the Premises for purposes of showing the Premises to prospective tenants during the last six (6) months of the term. During such period, Landlord shall have the right to post the Premises with "For Rent" or other offering signs, as Landlord may deem appropriate. Landlord may enter the Premises at reasonable hours to exhibit the same to prospective purchasers, mortgagees, or tenants, to inspect the Premises to see that Tenant is complying with all its obligations hereunder, or to make required repairs. If Tenant vacates or abandons the Premises, Landlord or its agents may enter into the Premises to protect the Premises and/or Landlord's interests under this Lease, but no

act of Landlord (including, without limitation, acts of maintenance, efforts to relet the Premises, or any other actions taken by Landlord or its agents to protect Landlord's interests under this Lease) other than a written notice of termination, shall terminate this Lease.

**43. MORTGAGEE PROTECTION.** Tenant agrees to give any mortgagees and/or trust deed holders, by Certified Mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified, in writing, (by way of notice of assignment of rents and leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the term provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

**44. NO RECORDING OF LEASE.** Tenant shall not record this Lease without first obtaining the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. If Landlord consents to the recording of this Lease or a memorandum of this Lease, Tenant shall, at Tenant's sole cost and expense, record a termination of such recorded document among the land records of the jurisdiction in which the Premises are located within thirty (30) days after the expiration or termination of this Lease.

**45. APPLICABLE LAW; REMEDIES CUMULATIVE; NO WAIVER.** This Lease shall be construed under the laws of the state in which the Premises are located. All rights and remedies given hereby and/or by law or in equity to Landlord are separate, distinct and cumulative, and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any of the others. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder; and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

**46. HEADINGS AND INTERPRETATION.** Captions and headings are for convenience and reference only and shall not in any way define, limit or describe the scope or content of any provision of this Lease. Whenever in this Lease any printed portion, or any part thereof, has been stricken out, whether or not any replacement provision has been added, this Lease shall be read and construed as if the material so stricken out were never included herein, and no implication shall be drawn from the text of the material so stricken out which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material had never been contained herein. The Exhibits referred to in this Lease and attached hereto are a substantive part of this Lease and are incorporated herein by reference. Unless and to the extent otherwise expressly provided to the contrary in this Lease, time shall be of the essence with respect to all of the obligations of the parties under this Lease.

**47. PARTIES; ASSIGNS AND SUCCESSORS.** Feminine or neuter pronouns may be substituted for those of the masculine form, and the plural may be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. The term "Landlord" as used in this Lease, means only the owner for the time being of the Landlord's interest in this Lease; and, in the event of the sale, assignment or transfer by such owner of the Landlord's interest in this Lease, such owner shall thereupon be released and discharged of all covenants and obligations of Landlord hereunder thereafter accruing. Except as provided in the preceding sentence, all of the covenants, agreements, terms, conditions, provisions and undertakings in this Lease shall inure to the benefit of, and shall extend to and be binding upon, the parties hereto and their respective heirs,

executors, legal representatives, successors and assigns, to the same extent as if they were in every case named and expressed. If two or more individuals, corporations, partnerships, or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. In like manner, if the Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

**48. SEVERABILITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

**49. NEGOTIATED AGREEMENT.** Tenant acknowledges that it has engaged counsel in connection with the negotiation of this Lease, or that Tenant has freely decided to enter into this Lease without engaging the services of counsel. In any legal proceeding respecting this Lease, this Lease will be construed with equal weight for the rights of both parties, the terms hereof having been determined by free and fair negotiation, with due consideration for the rights and requirements of both parties. Both parties agree that they have had equal input into the wording and phraseology of the provisions of this Lease, and that, therefore, no provision will be construed as drafted by one party or the other, without respect to whose draft of this Lease the wording or phraseology arises.

**50. TENANT CERTIFICATIONS.** (a) If Tenant is a corporation, partnership or limited liability company, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is duly constituted as such entity and is qualified to do business in the state where the Premises are located; all Tenant's franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the board of directors, partnership agreement or other applicable authority of such entity to execute and deliver this Lease on behalf of the Tenant. Attached hereto and made a part hereof is a certificate of good standing, dated within sixty (60) days prior to the Lease Date, issued by the jurisdiction in which Tenant is organized.

(b) Tenant hereby certifies, warrants, represents and covenants to and for the benefit of Landlord as follows: (a) Tenant and each of its subsidiaries, predecessors, agents, direct and indirect owners and their respective affiliates ("Tenant Parties") have at all applicable times been, is now and will in the future be, in compliance with U.S. Executive Order 13224 and no action, proceeding, investigation, charge, claim, report or notice has been filed, commenced or threatened against any of the Tenant Parties alleging any failure to comply; (b) neither the Tenant Parties nor any Guarantor or any of such Guarantor's agents, subsidiaries or other affiliates has, after due investigation and inquiry, knowledge or notice of any fact, event, circumstance, situation or condition which could reasonably be expected to result in any action, proceeding, investigation, charge, claim, report or notice being filed, commenced or threatened against any of them alleging any failure to comply with the Order, or the imposition of any civil or criminal penalty against any of them for any failure to comply; (c) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation, that is enforced or administered by the Office of Foreign Assets Control; (d) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly

or indirectly on behalf of, any such person, group or entity. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certifications.

**51. SURVIVAL.** Notwithstanding anything to the contrary contained in this Lease, the expiration of the term of this Lease, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations accruing prior to the expiration of the term.

**52. NO OPTION.** The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord. Neither party shall have any legal obligation to the other if the lease contemplated herein is not consummated for any reason. Discussions between the parties respecting the proposed lease described herein, shall not serve as a basis for a claim against either party or any officer, director or agent of either party.

**53. COMPLETE AGREEMENT AND MODIFICATION.** This writing is intended by the parties as the final, complete, exclusive and fully integrated record and expression of their agreement. All negotiations, considerations and representations, and all prior and/or contemporaneous agreements between the parties have been fully incorporated herein. No course of prior dealings between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements of any kind or nature (including, without limitation, any trade usage or course of dealing, which the parties hereby intend to be negated) have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a writing signed by all of the parties hereto or their duly authorized agents, and any modification of this Lease shall be unenforceable unless it is evidenced by a writing signed by the authorized representative of the party against whom such a modification is asserted. It is understood that any bills, statements of account or rent statements presented by Landlord, or its agent, to Tenant are supplied for convenience only and shall not constitute a waiver of Landlord's right to collect additional amounts provided for herein in respect of any period(s) covered by such bill or statement. The acceptance or deposit by Landlord of a check in payment of a security deposit, rent, or other amount upon submission of this proposed Lease by Tenant to Landlord shall not be deemed to be Landlord's acceptance of, or agreement to, this proposed Lease, and the acceptance by Landlord and deposit of a check in payment of a security deposit or other amounts pursuant to a proposed Lease, shall be given no effect if Landlord does not execute this Lease, but Landlord shall promptly return such funds to the Tenant if Landlord does not execute a Lease with Tenant. If drafts of this Lease or other communications between the parties were sent (or are hereafter sent) by email or other electronic methods, then the following additional provisions shall also apply: (i) any typewritten signature included with any e-mail or any document attached to any email is not an electronic signature within the meaning of Electronic Signatures in Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act ("UETA"), as the same may be enacted in any State, and (ii) any transmission of this Lease is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined under UETA); instead, a record of such transaction shall be created only upon either (A) manually-affixed original signatures on an original Lease document, or (B) electronic signatures as provided below in this paragraph. The parties agree that this Lease or any other document necessary for the consummation of the transaction contemplated by this Lease may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, the UETA, or any applicable state or local jurisdictional laws. Any document (including but not limited to this Lease) accepted, executed, delivered or agreed to in conformity with such laws will be

deemed an original and will be binding on the parties in the same manner and shall have the same legal validity and enforceability as if it were physically or manually accepted, executed, delivered or agreed (including but not limited to by "wet ink" signatures). Tenant hereby consents to the use of any third party electronic signature capture service providers as may be chosen by the Landlord on and after the date of this Lease.

**54. WAIVERS.** Landlord and Tenant each hereby waives (to the extent legally permissible) all right to trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and/or Tenant's use or occupancy of the Premises. The parties hereby acknowledge and agree that the interpretation of this Lease will involve the interpretation of a complex commercial legal document, and that it is their intention and agreement that all matters relating to the interpretation of the provisions of this Lease be submitted to and determined by a judge trained in the law, and not by a jury. Tenant hereby expressly waives (to the extent legally permissible) for itself and all persons claiming by, through or under it, any right of redemption or right for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises as provided in this Lease. Tenant understands that the Premises are leased exclusively for business, commercial and mercantile purposes and therefore shall not be redeemable under any provision of law. **TENANT HEREBY WAIVES TENANT'S RIGHT TO NOTICE PURSUANT TO FLORIDA STATUTE 715.104.**

**55. SPECIAL STIPULATIONS.** The terms, covenants and conditions set forth in any Articles of this Lease numbered higher than this Article 55 ("Special Stipulations") are intended to supplement and, in certain events, modify or vary, the other provisions set forth in the foregoing provisions of this Lease. If any of the Special Stipulations conflict with any of the foregoing provisions of this Lease, the provisions set forth in the Special Stipulations shall control; provided, however, that to the extent the preceding portions of this Lease may be read in a manner which will not conflict with the provisions of the Special Stipulations, then such interpretation shall be deemed to be the correct interpretation of the provisions of this Lease and the Special Stipulations.

**56. OPTION.** Tenant shall have the option to renew the term of this Lease for two (2) additional terms of five (5) years each, following the expiration of the original term (each an "Option Term"), provided that this Lease is in full force and effect, that the Tenant named herein shall be in possession and occupying the Premises, and Tenant shall not be in default in the performance or observance of any of the terms, provisions, covenants and/or conditions of the Lease, either on the date of the exercise of any Option Term granted herein or on the day the Option Term begins. To be effective, such rights of renewal must be exercised by delivery to Landlord of an unequivocal written notice of Tenant's exercise of its right to renew at least twelve (12) but not more than fifteen (15) months prior to the expiration of the term of the Lease. With respect to each such Option Term, in the event that Tenant shall fail to exercise the same strictly within the time period and in the manner set forth above, time being of the essence, and/or at the time hereinabove specified for the exercise of such option and the commencement of such option, all of the conditions precedent set forth above shall not have been satisfied, then such Option Term and any subsequent Option Term that Tenant may otherwise have shall automatically expire and be absolutely void and of no force and effect. Each Option Term shall be on the same terms, covenants and conditions as the original term, except (i) as to the number of Option Terms (if any) remaining, and (ii) that the Minimum Rent during each Option Term shall be increased as provided below:

Year of First Option Term	Annually	Monthly
1	\$95,488.34	\$7,957.36
2	\$98,353.00	\$8,196.08
3	\$101,303.59	\$8,441.97

4	\$104,342.69	\$8,695.22
5 to end of First Option Term	\$107,472.97	\$8,956.08

Year of Second Option Term	Annually	Monthly
1	\$110,697.16	\$9,224.76
2	\$114,018.08	\$9,501.51
3	\$117,438.62	\$9,786.55
4	\$120,961.78	\$10,080.15
5 to end of Second Option Term	\$124,590.63	\$10,382.55

**57. LANDLORD'S CONTRIBUTION.** Landlord agrees to contribute an amount ("Landlord's Contribution") equal to the lesser of (i) the actual amount expended by Tenant to perform Tenant's work in the Premises described in this Lease or (ii) \$30,000.00. The Landlord's Contribution will be payable to Tenant within thirty (30) days from the date Tenant opens for business to the public in the Premises and delivers to Landlord all of the following:

- (a) executed and notarized final lien releases on Landlord's form from all contractors, subcontractors and materialmen performing work on the Premises;
- (b) copies of construction agreements and paid invoices detailing the scope of work by trade for all work performed in the Premises;
- (c) Tenant's executed commencement and estoppel certificate for the Premises;
- (d) Certificate of Occupancy for the Premises; and
- (e) a current Certificate of Insurance confirming that Tenant has in effect all insurance required by this Lease.

If Tenant does not requisition all of the Landlord's Contribution in accordance with this Article within sixty (60) days after the Rent Commencement Date, any unused portion of the Landlord's Contribution not so requisitioned shall be retained by Landlord.

**58. MEDICAL WASTE.** Notwithstanding anything contained herein to the contrary, any materials which Tenant keeps in or about the Premises shall be kept and stored within designated areas and stored and disposed of in strict conformance with all applicable codes, ordinances, laws and/or regulations of the federal government and the municipality, county and/or state in which the Premises are located.

The remainder of this page is intentionally left blank.  
Signature page follows.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal on the day and year first above written.

ATTEST:

*Marissa Kahane*

Printed Name: Marissa Kahane  
Title: Secretary

*GM/Partner*

TENANT: CRYO GROUP BOCA, INC.

By: *Aric Leman* (seal)

Printed Name: Aric Leman  
Title: CEO

ATTEST:

*[Signature]*

(Seal) Assistant Secretary

LANDLORD: SAUL HOLDINGS LIMITED PARTNERSHIP

By: Saul Centers, Inc., General Partner

By: *[Signature]* (seal)

Name: D. Todd Pearson  
Title: President and Chief Operating Officer



NOT A CERTIFIED COPY

## GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord to enter into the foregoing lease with Cryo Group Boca, Inc., a Florida corporation ("Tenant"), dated the 25<sup>th</sup> day of October, 2021 (the "Lease"), the undersigned (herein referred to, whether one or more, as the "undersigned" or the "Guarantor") hereby guarantees to Landlord, its legal representatives, successors and assigns, the payment of the rent, tax rent, additional rent and all other payments to be made by Tenant under the Lease and the full performance and observance by Tenant of all the other terms, covenants, conditions and agreements (including the Rules and Regulations) therein provided to be performed and observed by Tenant for which the undersigned shall be jointly and severally liable with Tenant, without requiring any notice of non-payment, non-performance or non-observance, or proof of notice or demand, whereby to charge the undersigned, all of which the undersigned hereby expressly waives, and the undersigned expressly agrees that Landlord may proceed against the undersigned separately or jointly before or after or simultaneously with proceeding against Tenant for default and that this guaranty (the "Guaranty") shall not be terminated, affected or impaired in any way or manner whatsoever by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, or by reason of summary or other proceedings against Tenant, or by the omission of Landlord to enforce any of its rights against Tenant, or by reason of any extension of time or indulgence granted by Landlord to Tenant. The undersigned further covenants and agrees (1) that they will be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease, the same as though Guarantor was named therein as Tenant; and (2) that this Guaranty shall be absolute and unconditional and shall remain and continue in full force and effect as to any renewal, extension, option, amendment, additions, assignment, sublease, transfer, or other modification of the Lease, whether or not Guarantor shall have knowledge or has been notified of or agreed or consented to any such renewal, extension, option, amendment, addition, assignment, sublease, transfer, or other modifications of the Lease. Each signatory hereto shall be individually bound by the terms of this Guaranty whether or not any other party or person has executed the same. If two (2) or more individuals, corporations, partnerships, or other business associations (or any combination of two (2) or more thereof) sign this Guaranty, the liability of each such individual, corporation, partnership or other business association to perform all obligations hereunder shall be deemed to be joint and several. If Landlord at any time is compelled to take any action or proceeding in court or otherwise to enforce or compel compliance with the terms of this Guaranty, the Guarantor shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, be obligated to pay all costs, including attorney fees, incurred or expended by Landlord in connection therewith. All obligations and liabilities of Guarantor pursuant to this Guaranty shall be binding upon the heirs, personal representatives, and assigns of the undersigned. Guarantor further agrees, at any time and from time to time, within five (5) days' after written notice by Landlord, to deliver to Landlord its most recent financial statement, which shall not, in any event, be more than ninety (90) days old. If Guarantor files quarterly and annual statements with the Securities and Exchange Commission, then Guarantor's most recent "10-Q" (or, if applicable, "10-K") statement shall be supplied to Landlord. If Guarantor has its financial statements audited on an annual basis, then Guarantor shall supply Landlord with its most recent audited statement and with its most recent unaudited financial statement, certified to be true and correct by Guarantor's chief financial officer. If Guarantor does not regularly have its financial statements audited, then Guarantor shall supply Landlord with its most recent unaudited financial information, certified to be true and correct by Guarantor's chief financial officer, which information shall not, in any event, be more than ninety (90) days old. If Guarantor does not regularly have financial statements prepared, then Guarantor shall supply Landlord with such financial information respecting the financial condition of Guarantor as Landlord may reasonably require including, without limitation, copies of Guarantor's state and federal quarterly and annual income tax reports and statements, certified to be true and correct by Guarantor or Guarantor's chief financial officer. The undersigned hereby authorize Landlord, and/or any of its affiliates, partners, managers, subsidiaries, employees or designees (hereinafter collectively referred to as "Landlord

Affiliates"), to make any credit inquiries that Landlord Affiliates may deem necessary in connection with Tenant's request to lease space in property owned by Landlord Affiliates. This authorization includes requests for credit reports and credit scores from Equifax, Experian and TransUnion credit bureaus, and follow-up credit inquiries/checks that Landlord Affiliates may deem necessary now or in the future, in connection with the tenancy contemplated.

The undersigned hereby waives (to the extent legally permissible) all right to trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with this Guaranty. The undersigned hereby acknowledge and agree that the interpretation of this Guaranty will involve the interpretation of a complex legal document, and that it is their intention and agreement that all matters relating to the interpretation of the provisions of this Guaranty be submitted to and determined by a judge trained in the law, and not by a jury. This Guaranty shall be governed by and construed in accordance with the laws of the state in which the property demised under the Lease is located.

The undersigned hereby agrees not to transfer any of the assets listed on the personal financial statement heretofore delivered to Landlord, or the future income therefrom, other than in exchange for consideration equal to the fair market value of such assets and the undersigned agrees not to transfer any such assets or the future income therefrom to his/her spouse other than for full consideration.

The undersigned hereby certifies, warrants, represents and covenants to and for the benefit of Landlord as follows: (a) Guarantor and each of its subsidiaries, predecessors, agents, direct and indirect owners and their respective affiliates ("Guarantor Parties") have at all applicable times been, is now and will in the future be, in compliance with U.S. Executive Order 13224 and no action, proceeding, investigation, charge, claim, report or notice has been filed, commenced or threatened against any of the Guarantor Parties alleging any failure to so comply; (b) neither the Guarantor Parties or any of such Guarantor Parties' agents, subsidiaries or other affiliates has, after due investigation and inquiry, knowledge or notice of any fact, event, circumstance, situation or condition which could reasonably be expected to result in any action, proceeding, investigation, charge, claim, report or notice being filed, commenced or threatened against any of them alleging any failure to comply with the Order, or the imposition of any civil or criminal penalty against any of them for any failure to so comply; (c) the undersigned is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation, that is enforced or administered by the Office of Foreign Assets Control; and (d) the undersigned is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group or entity. The undersigned hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney fees and costs) arising from or related to any breach of the foregoing certifications.

This Guaranty may be executed by either (A) manually-affixed original signatures on an original document, or (B) through the use of an electronic signature within the meaning of Electronic Signatures in Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act ("UETA"), as the same may be enacted in any State, and that Guarantor's execution of this Guaranty in conformity with such laws will be deemed an original and will be binding in the same manner and shall have the same legal validity and enforceability as if it were physically or manually executed, (including but not limited to by "wet ink" signatures).

WITNESS the following signatures under seal this 3rd day of September, 2021.

WITNESS:

*mi hr*

GUARANTOR:

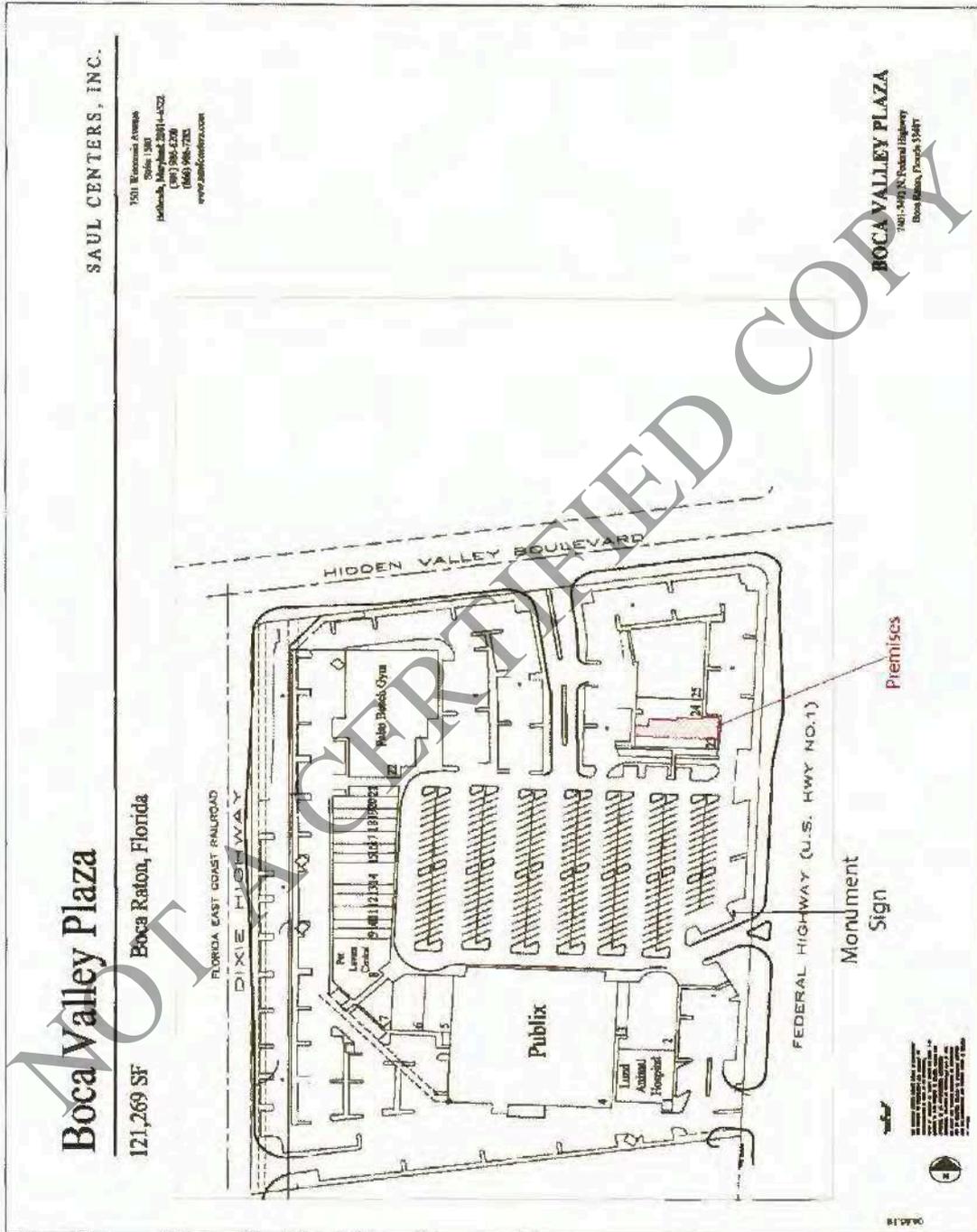
By: *Arig Lemor* (seal)  
Arig Lemor

Home Address:

33 Harvard Road  
Watervliet, New York 12189

NOT A CERTIFIED COPY

EXHIBIT A  
SITE PLAN



**Boca Valley Plaza**

121,269 SF  
Boca Raton, Florida

EXHIBIT A

ICRYO L4 - LEASE  
BM 8/31/21 BOCA VALLEY

## EXHIBIT B RULES AND REGULATIONS

Tenant shall, at all times during the term of the Lease:

1. Use, maintain and occupy the Premises in a careful, safe, proper and lawful manner, keep the Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair.
3. Not place, maintain or sell any merchandise in any vestibule or entry to the Premises, on the sidewalks adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of Landlord.
4. Keep the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit undue accumulations of garbage, trash, rubbish and other refuse in the Premises, and keep refuse in closed containers within the interior of the Premises until removed. The hours in which the trash will be removed are from 7:00 a.m. to 10:00 p.m. only.
6. Not use, permit or suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission in such a manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises.
7. Not deliver or suffer or permit delivery of merchandise to the front entrance of the Premises after 10:00 a.m. on any day.
8. Light the show windows and exterior signs of the Premises to the extent required in the Lease.
9. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises.
10. Not cause or permit objectionable odors or water to emanate from the Premises.
11. Not overload the floors or electrical wiring and not install any additional electrical wiring or plumbing without Landlord's prior written consent, which consent will not be unreasonably withheld.
12. Not use show windows in the Premises for any purpose other than display of merchandise for sale in a neat and attractive manner.
13. Not conduct, permit or suffer any public or private auction sale to be conducted on or from the Premises.
14. Not solicit business in the common areas of the Shopping Center or distribute handbills or other advertising materials in the common area and if this provision is violated the Tenant shall pay Landlord the cost of collecting same from the common areas for trash disposal.
15. Use for office, clerical or other non-selling purposes only such space in the Premises as is reasonably required for Tenant's business therein, and not perform any office or clerical function in the Premises for any other store.
16. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substances therein, whether through the utilization of garbage disposal units or otherwise. If Tenant uses the Premises for the sale, preparation, or service of food for on-premises or off-premises consumption, Tenant shall

install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises.

17. Tenant shall not operate in the Premises or in any part of the Shopping Center any coin or token operated vending machines or similar device for the sale of any merchandise or service.

18. Install an exterior sign in accordance with plans and specifications approved by Landlord and keep such sign in good repair and in a neat and attractive condition.

19. The use or possession of firearms or other weapons is prohibited in the Shopping Center, and at no time shall any firearms or other weapons of any kind be brought into the Shopping Center or kept at the Premises.

Landlord reserves the right to make such other rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein.

**END OF EXHIBIT B**

NOT A CERTIFIED COPY

EXHIBIT C

LIST OF TENANT'S SHAREHOLDERS, PARTNERS, OR MEMBERS  
OF A LIMITED LIABILITY COMPANY AND  
PERCENTAGE OF OWNERSHIP

<u>Aric Lemon</u>	<u>60</u> %
<u>Angela + Andy Brett</u>	<u>16</u> %
<u>Chad Glessman</u>	<u>16</u> %
<u>Marissa Kahane</u>	<u>8</u> %

NOT A CERTIFIED COPY

END OF EXHIBIT C

**EXHIBIT D  
TENANT SIGN CRITERIA**

**Saul Centers - Boca Valley Plaza**

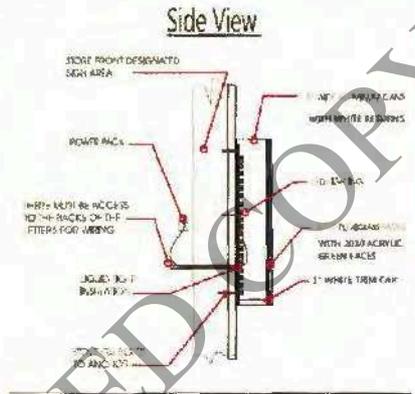
7401-7491 North Federal Highway Boca Raton, FL 33487

Inline Retail Tenant  
Sign Criteria

**Illuminated 5" deep letters flush mounted**

**Specifications:**

- LED illuminated, painted aluminum channel letters flush mounted to fascia
- Overall length not to exceed 75% of linear store frontage
- Colors: Trim cap to be white. Faces are 2030 Green Acrylic and returns are white
- Fonts and Logos: To be approved on a case to case basis
- Include image of store front with sign to verify location



STORE FRONT SIGN ELEVATION

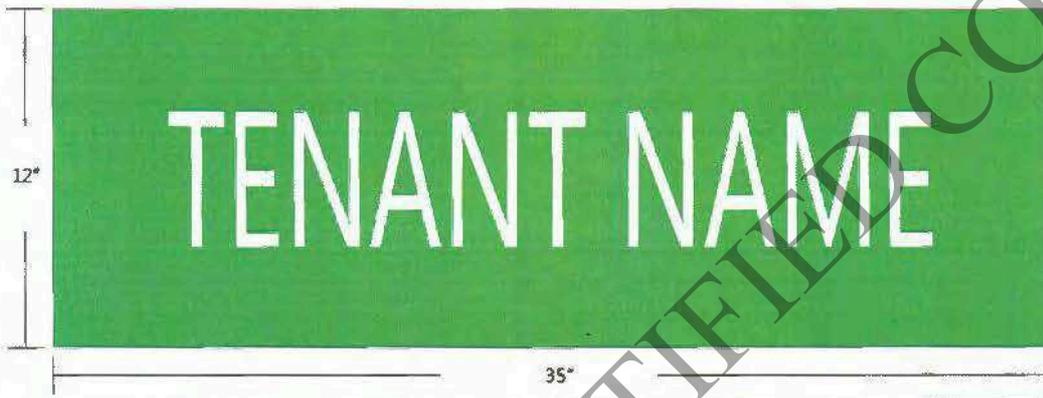


NOT A

**Under canopy blade sign detail**

**Specifications:**

- 3/8" Thick MDO
- Double Faced
- Tenant Corporate Name Only
- Background to match 2030 Green



NOT A CERTIFIED COPY

**EXHIBIT E**  
**LANDLORD BUILDING STANDARD**

Landlord shall perform the following improvements in the Premises at its sole cost and expense in a workmanlike manner and in accordance with applicable building codes.

1. Demolish existing interior partitions, acoustic ceilings, lighting, millwork, fixtures, bank vault, and floor finishes. Existing restrooms are to remain.
2. Install new deck height, insulated drywall demising partition, sanded and painted.
3. Paint remaining drywall partitions and restroom doors/frames with one color of Tenant's choosing.
4. Provide new storefront glazing rear access single door, with sidelights, at rear of premises.
5. Install new concrete sidewalk segment and steps at new rear entry of premises.
6. Concrete floor, in broom-clean condition, ready for Tenant-provided flooring.
7. Provide exit signs as required per code.
8. Provide 400A electrical panel within premises, with (10) duplex receptacles installed within the space.
9. Provide telephone dmarc within premises and conduit pathway to base building telecom room, for teledata cabling by Tenant.
10. Existing storefront suite entry and sidelights to remain.
11. Confirm existing-to-remain 5-ton roof top unit is in good working condition. Provide new 3-ton roof top unit. Distribution and air devices to be installed by Tenant.
12. Existing sprinkler system to remain. Tenant to turn down and relocate sprinkler heads, as required for their construction.
13. Existing restroom ceilings to remain. Landlord to demolish all other ceilings throughout space.

All other improvements not specified above shall be performed by Tenant at its sole cost and expense. **NO CREDIT SHALL BE GIVEN** to Tenant for any items above not provided by Landlord at Tenant's request, unless otherwise agreed to in writing prior to the commencement of Landlord's construction. Landlord shall be deemed to have performed the above-listed improvements when they are substantially complete, which shall mean the completion of the construction or installation, or both, of the improvement in question to the extent that (i) only minor items remain unfinished, and (ii) such minor items do not prevent Tenant from occupying the Premises as reasonably determined by Landlord.

**EXHIBIT F  
EXCLUSIVES/RESTRICTIONS**

BELLA SALON SUITES	For use as a store or business whose principal business is the operation of a salon suites, which is the subleasing or licensing of private rooms in one's space to third parties so that they can offer various hair care or spa services in self-contained rooms.
PERLA SALAZAR, D.D.S.	To no other tenant whose primary use is general dentistry.
TOP HIT NAILS	For use as a store or business whose principal business is the operation of a nail salon.
PUBLIX	To (a) operate a retail type grocery supermarket, bakery, delicatessen and fish market, and (b) sell or distribute drugs or other products which are required by law to be dispensed by a registered pharmacist.

NOT A CERTIFIED COPY

## EXHIBIT G

### RESTRICTIONS

The Premises shall be operated as a medical office providing the services, treatments and therapies listed in Article 13 of the Lease by individuals licensed in the State of Florida to provide such services, treatments and therapies or other health-related professions on an out-patient basis; provided, however, that the Premises shall not, in any event, be used for any of the following:

- (a) the operation of a clinic which has as its primary purpose providing medical services to terminate fetal or embryonic pregnancies or causing miscarriages;
- (b) the operation of a clinic for the primary purpose of treating patients with any infectious disease including, without limitation, persons with the AIDS virus or which are HIV positive; provided, however Landlord understands patients of Tenant may have the AIDS Virus or be HIV positive;
- (c) the operation of a clinic or other treatment center for the primary purpose of treating persons with drug abuse problems, alcohol abuse problems, or any similar substance abuse problems; provided however Landlord understands patients of Tenant may have such problems;
- (d) any use or purpose which would be inconsistent with the operation of a first class shopping center similar to the Shopping Center;
- (e) the regular operation of an emergency room or emergency care facility which involves the delivery of patients by ambulance or other emergency vehicles; provided, however that Tenant may render services to patients requiring emergency medical assistance who are not brought to the Premises by emergency vehicles; or
- (f) any clinic, classroom, group counseling center or any other use that will:
  - (i) increase the usage of parking;
  - (ii) increase insurance premiums;
  - (iii) increase security concerns; or
  - (iv) violate applicable governmental laws, rules or regulations.

## EXHIBIT "B"

### FIRST AMENDMENT TO LEASE

**THIS FIRST AMENDMENT TO LEASE** (the "Amendment") is made and entered into this \_\_\_\_\_ day of 7/25/2022, 2022 (the "Agreement Date") by and between SAUL HOLDINGS LIMITED PARTNERSHIP (hereinafter referred to as "Landlord") and CRYO GROUP BOCA INC., a Florida corporation (hereinafter referred to as "Tenant") T/A ICRYO and ARIC LEMON (an unmarried individual) (hereinafter referred to as "Guarantor").

**WHEREAS**, Landlord and Tenant have entered into that certain Lease dated October 25, 2021 (the "Lease") for approximately 2,730 square feet of space in the Boca Valley Shopping Center located at 7401 N. Federal Highway, Suite 28, Boca Raton, Florida 33487; and

**WHEREAS**, the parties hereto desire to enter into this Amendment for the purposes hereinafter set out.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RENT COMMENCEMENT DATE.** The second sentence of paragraph (a) of Article 3 of the Lease captioned "Rent; Deposit" is hereby deleted in its entirety and replaced with the following:

"The "Rent Commencement Date" is hereby defined to be one hundred fifty (150) days after the date Landlord delivers possession of the Premises to Tenant with Landlord's Work substantially completed as set forth in Exhibit E."

2. **MISCELLANEOUS.** Except as specifically modified hereby, the Lease shall remain in full force and effect in accordance with the terms contained therein and is hereby ratified, approved and confirmed in all respects. Any agreement, obligation or liability made, entered into or incurred by or on behalf of Landlord binds only its property and no shareholder, trustee, officer, director, employee, partner or agent of Landlord assumes or shall be held to any liability therefor. The provisions of this Amendment shall be binding upon the parties hereto, their successors, and to the extent permitted under the Lease, their assigns. If drafts of this Amendment or other communications between the parties were sent (or are hereafter sent) by email or other electronic methods, then the following additional provisions shall also apply: (i) any typewritten signature included with any e-mail or any document attached to any email is not an electronic signature within the meaning of Electronic Signatures in Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act ("UETA"), as the same may be enacted in any State, and (ii) any transmission of this Amendment is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined under UETA); instead, a record of such transaction shall be created only upon either (A) manually-affixed original signatures on an original Amendment document, or (B) electronic signatures as provided below in this paragraph. The parties agree that this Amendment or any other document necessary for the consummation of the transaction contemplated by this Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, the UETA,

or any applicable state or local jurisdictional laws. Any document (including but not limited to this Amendment) accepted, executed, delivered or agreed to in conformity with such laws will be deemed an original and will be binding on the parties in the same manner and shall have the same legal validity and enforceability as if it were physically or manually accepted, executed, delivered or agreed (including but not limited to by "wet ink" signatures). Tenant hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Landlord on and after the date of this Amendment. If Tenant is a corporation, partnership or limited liability company, the persons executing this Amendment on behalf of Tenant hereby covenant and warrant that: Tenant is duly constituted as such entity and is qualified to do business in the state where the Premises are located; all Tenant's franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the board of directors, partnership agreement or other applicable authority of such entity to execute and deliver this Amendment on behalf of the Tenant. Attached hereto and made a part hereof is a certificate of good standing, dated within sixty (60) days prior to the Agreement Date, issued by the jurisdiction in which Tenant is organized.

3. **INTERPRETATION.** The submission of this Amendment for examination does not constitute an agreement, an option or an offer, and this Amendment becomes effective only upon execution and delivery thereof by Landlord. Neither party shall have any legal obligation to the other in the event that the Amendment contemplated herein is not consummated for any reason. Discussions between the parties respecting the proposed Amendment described herein, shall not serve as a basis for a claim against either party or any officer, director or agent of either party. Captions and headings are for convenience and reference only and shall not in any way define, limit or describe the scope or content of any provision of this Amendment. Except as otherwise provided herein, capitalized terms shall have the same meaning as set forth in the Lease. Whenever in this Amendment (i) any printed portion, or any part thereof, has been stricken out, or (ii) any portion of the Lease (as the same may have been previously amended) or any part thereof, has been modified or stricken out, then, in either of such events, whether or not any replacement provision has been added, this Amendment and the Lease shall hereafter be read and construed as if the material so stricken out were not included, and no implication shall be drawn from the text of the material so stricken out which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material had never been contained herein or in the Lease. The Exhibits referred to in this Amendment and attached hereto are a substantive part of this Amendment and are incorporated herein by reference.

4. **GUARANTOR.** Guarantor joins in this Amendment for the purpose of consenting to the provisions thereof and to confirm his continuing Guaranty of the Lease, as amended hereby.

The remainder of this page is intentionally blank.  
Signature page follows.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment under seal on the day and year first above written.

ATTEST:

TENANT: CRYO GROUP BOCA INC.

DocuSigned by:  
Marissa Kahane (seal)  
Printed Name: Marissa Kahane  
Title: Secretary

DocuSigned by:  
[Signature] (seal)  
By: [Signature]  
Name: Art Lemon  
Title: CEO

WITNESS:

DocuSigned by:  
Marissa Kahane  
789701CFE4447F...

GUARANTOR:

DocuSigned by:  
[Signature] (seal)  
Name: Art Lemon

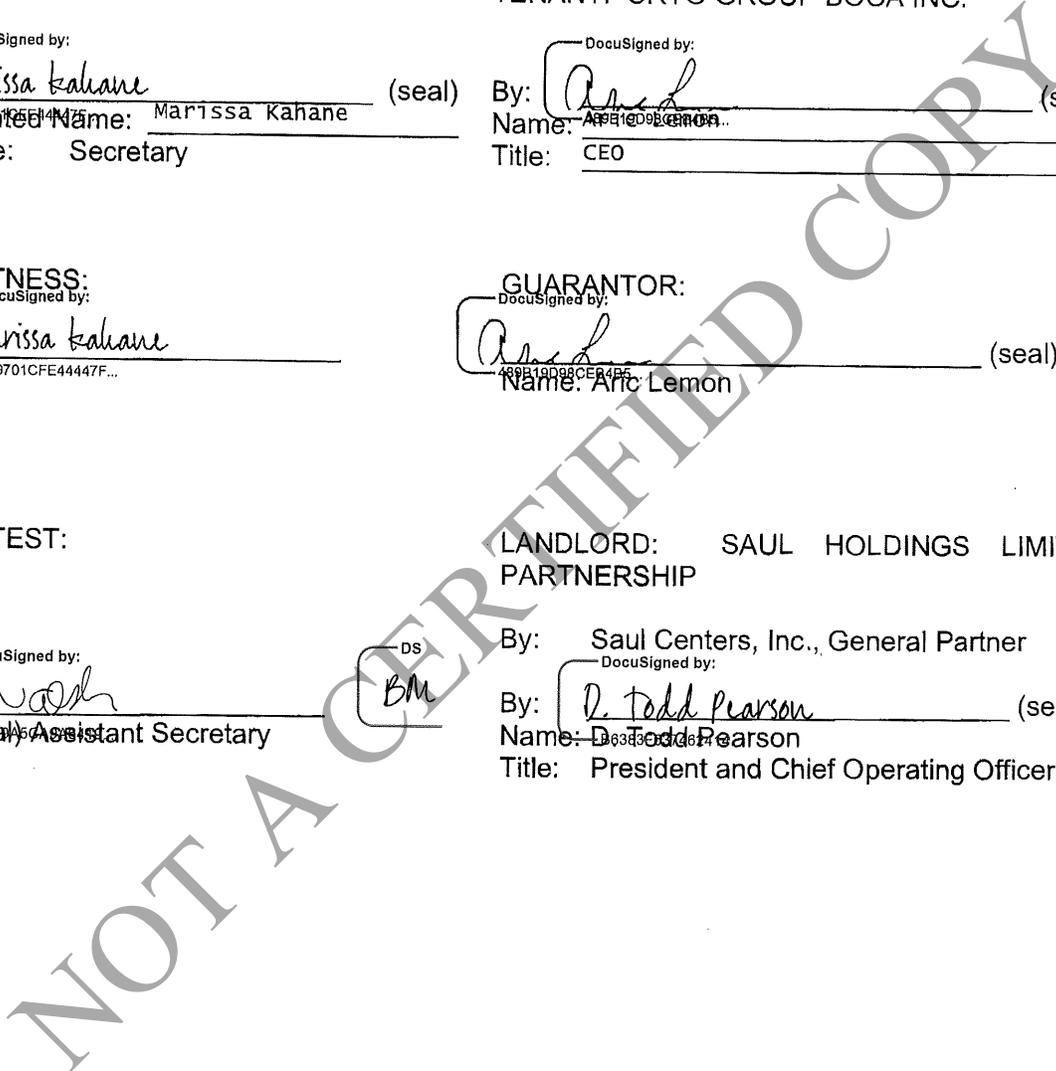
ATTEST:

LANDLORD: SAUL HOLDINGS LIMITED PARTNERSHIP

DocuSigned by:  
[Signature] (seal)  
Assistant Secretary

DS  
BM

By: Saul Centers, Inc., General Partner  
DocuSigned by:  
[Signature] (seal)  
By: D. Todd Pearson  
Name: D. Todd Pearson  
Title: President and Chief Operating Officer



Certificate Of Completion

Envelope Id: 547A9841DA974123BF5AF209FBE413A2
Subject: Please DocuSign: ICRYO L1 - 1ST AMENDMENT.pdf
Source Envelope:
Document Pages: 3
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Sheryl DeWalt
sheryl.dewalt@saulcenters.com
IP Address: 131.239.200.10

Record Tracking

Status: Original
Jun 27, 2022 | 16:50
Holder: Sheryl DeWalt
sheryl.dewalt@saulcenters.com

Location: DocuSign

Signer Events

Aric Lemon
aric.lemon@icryo.com
CEO
Cryo Group CP INC d.b.a iCRYO Clifton Park
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Aric Lemon
489B19D96CEB495...

Timestamp

Sent: Jun 27, 2022 | 16:52
Viewed: Jun 27, 2022 | 16:56
Signed: Jun 27, 2022 | 16:56

Signature Adoption: Drawn on Device
Signed by link sent to aric.lemon@icryo.com
Using IP Address: 73.125.82.121
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: Jun 27, 2022 | 16:56
ID: d1074653-4d20-4d50-890d-39bdc68fcbd1

Marissa Kahane
marissa.kahane@icryo.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Marissa Kahane
789701CFE44447F...

Sent: Jun 27, 2022 | 16:57
Viewed: Jun 27, 2022 | 20:21
Signed: Jun 27, 2022 | 20:23

Signature Adoption: Pre-selected Style
Signed by link sent to marissa.kahane@icryo.com
Using IP Address: 72.0.147.138

Electronic Record and Signature Disclosure:
Accepted: Jun 27, 2022 | 20:21
ID: b6624e96-7b1f-417a-8a4f-4126e02a4d19

Table with 3 columns: Event Name, Status/Signature, and Timestamp. Rows include In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, Certified Delivery Events, Carbon Copy Events, Witness Events, Notary Events, and Envelope Summary Events.

**Envelope Summary Events**

Certified Delivered  
Signing Complete  
Completed

**Status**

Security Checked  
Security Checked  
Security Checked

**Timestamps**

Jun 27, 2022 | 20:21  
Jun 27, 2022 | 20:23  
Jun 27, 2022 | 20:23

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

NOT A CERTIFIED COPY

**Certificate Of Completion**

Envelope Id: 446090C741DA40DEBE7018230BB5EB0B  
Subject: BROWN FOLDER REVIEW/EXECUTION: BOCA VALLEY - ICRYO - FIRST AMENDMENT  
Source Envelope:  
Document Pages: 19  
Certificate Pages: 7  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
Sheryl DeWalt  
sheryl.dewalt@saulcenters.com  
IP Address: 131.239.200.10

**Record Tracking**

Status: Original  
Holder: Sheryl DeWalt  
Jul 14, 2022 | 09:33  
sheryl.dewalt@saulcenters.com

Location: DocuSign

**Signer Events**

Edwina James  
edwina.james@saulcenters.com  
Security Level: Email, Account Authentication (None)

**Signature**



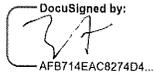
Signature Adoption: Pre-selected Style  
Using IP Address: 131.239.200.10

**Timestamp**

Sent: Jul 14, 2022 | 09:42  
Viewed: Jul 14, 2022 | 09:43  
Signed: Jul 14, 2022 | 09:45

**Electronic Record and Signature Disclosure:**  
Accepted: Jul 14, 2022 | 09:43  
ID: 49336a11-f1a7-49a5-864b-a2386aecf675

Zachary Friedlis  
zachary.friedlis@saulcenters.com  
SVP- Director of Leasing  
Security Level: Email, Account Authentication (None)

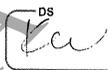


Signature Adoption: Drawn on Device  
Using IP Address: 71.191.218.19  
Signed using mobile

Sent: Jul 14, 2022 | 09:45  
Viewed: Jul 14, 2022 | 09:46  
Signed: Jul 14, 2022 | 09:48

**Electronic Record and Signature Disclosure:**  
Accepted: Jul 14, 2022 | 09:46  
ID: 14290b7b-6387-49ef-b3b4-337b437b8fb2

Karen Walsh  
karen.walsh@saulcenters.com  
Vice President, Collections Manager  
Saul Centers, Inc.  
Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device  
Using IP Address: 131.239.200.10

Sent: Jul 14, 2022 | 09:48  
Viewed: Jul 14, 2022 | 11:40  
Signed: Jul 14, 2022 | 11:41

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Bryan Megary  
bryan.megary@bfsaulco.com  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 131.239.200.10

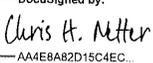
Sent: Jul 14, 2022 | 11:41  
Viewed: Jul 14, 2022 | 12:05  
Signed: Jul 14, 2022 | 12:06

**Electronic Record and Signature Disclosure:**  
Accepted: Jul 14, 2022 | 12:05  
ID: 80886cd3-33d3-479f-a9e5-30ce78b3f1f2

## Signer Events

Chris H. Netter  
chris.netter@saulcenters.com  
EVP  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
AA4E8A82D15C4EC...  
Signature Adoption: Pre-selected Style  
Using IP Address: 72.83.3.35

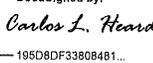
## Timestamp

Sent: Jul 14, 2022 | 12:06  
Resent: Jul 15, 2022 | 09:40  
Resent: Jul 18, 2022 | 09:41  
Viewed: Jul 18, 2022 | 11:40  
Signed: Jul 18, 2022 | 11:46

### Electronic Record and Signature Disclosure:

Accepted: Jul 18, 2022 | 11:40  
ID: 28f25b3a-d319-460f-95a7-526a9545bb66

Carlos L. Heard  
carlos.heard@bfsaulco.com  
Security Level: Email, Account Authentication  
(None)

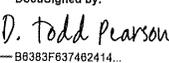
DocuSigned by:  
  
195D8DF33808481...  
Signature Adoption: Pre-selected Style  
Using IP Address: 107.116.79.82  
Signed using mobile

Sent: Jul 18, 2022 | 11:46  
Resent: Jul 18, 2022 | 12:36  
Resent: Jul 21, 2022 | 16:37  
Viewed: Jul 21, 2022 | 23:36  
Signed: Jul 21, 2022 | 23:37

### Electronic Record and Signature Disclosure:

Accepted: Jul 21, 2022 | 23:36  
ID: 9d8fed0c-cd99-4235-804a-ee4469bfe2c3

D. Todd Pearson  
todd.pearson@bfsaulco.com  
President & COO  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
B6383F637462414...  
Signature Adoption: Pre-selected Style  
Using IP Address: 131.239.200.10

Sent: Jul 21, 2022 | 23:37  
Resent: Jul 25, 2022 | 09:25  
Viewed: Jul 25, 2022 | 09:42  
Signed: Jul 25, 2022 | 09:43

### Electronic Record and Signature Disclosure:

Accepted: Jul 25, 2022 | 09:42  
ID: 2234fce7-c024-4a9b-b447-d5d806bb8875

Karen Walsh  
karen.walsh@saulcenters.com  
Vice President, Collections Manager  
Saul Centers, Inc.  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
29EF9A5CA9A6419...  
Signature Adoption: Drawn on Device  
Using IP Address: 131.239.200.10

Sent: Jul 25, 2022 | 09:43  
Resent: Jul 25, 2022 | 09:45  
Viewed: Jul 25, 2022 | 09:46  
Signed: Jul 25, 2022 | 09:46

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

**Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	Jul 14, 2022   09:42
Certified Delivered	Security Checked	Jul 25, 2022   09:46
Signing Complete	Security Checked	Jul 25, 2022   09:46
Completed	Security Checked	Jul 25, 2022   09:46

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

NOT A CERTIFIED COPY

**EXHIBIT "C"**

**SAUL HOLDINGS  
LIMITED PARTNERSHIP**

7501 Wisconsin Avenue, Suite 1500E, Bethesda, Maryland 20814  
(301) 986-6200

December 17, 2025

**SENT VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Cryo Group Boca Inc.  
t/a Icryo  
7531 N. Federal Highway, Suite E-2  
Boca Raton, FL 33487

Aric Lemon  
Re: Cryo Group Boca Inc.  
2230 N. Cypress Bend Drive, Apt. 406  
Pompano Beach, FL 33069

Re: Lease Agreement in the  
Boca Valley Shopping Center in Boca Raton, Florida

Dear Sir or Madam:

Reference is hereby made to that certain Lease Agreement dated October 25, 2021, as amended and/or assigned, if applicable (the "Lease") by and between: (i) Saul Holdings Limited Partnership ("Landlord") and (ii) Cryo Group Boca Inc ("Tenant") t/a Icryo for space located at 7401 N. Federal Highway, Suite 28 within the Boca Valley Shopping Center in Boca Raton, Florida and Guaranty of Lease by Aric Lemon (the "Guarantor(s)").

**PLEASE TAKE NOTICE** that Tenant is in default of the terms and conditions of the Lease by Tenant's failure to pay, as and when due, Minimum Rent and/or Additional Rent and other charges under the Lease, as shown on the attached statement of Tenant's account, totaling \$38,478.15.

**PLEASE TAKE FURTHER NOTICE** that payment of the rent must be made or possession of the premises delivered to Landlord within five (5) days from the date of delivery of this letter (excluding Saturday, Sunday, or any legal holiday). Please forward a certified check or cashier's check, made payable to Landlord at the above letterhead address, care of Ms. Karen Walsh. Should you have any questions regarding the aforementioned delinquency, please direct all inquiries to Collections Manager Karen Walsh at (301) 986-6385.

Boca Valley  
Icryo  
Page 2 of 2

**PLEASE TAKE FURTHER NOTICE** that pursuant to the provisions of the Lease, Tenant is liable for all amounts due under said Lease, together with all late charges accrued thereon, any other losses, damages and costs of re-letting and expenses (including attorneys' fees and costs) suffered or incurred by Landlord as a result of Tenant's default of the Lease.

Sincerely,  
Saul Holdings Limited Partnership  
By: Saul Centers, Inc., General Partner

DS  
*vw*

DocuSigned by:  
*Tricia M. Culpepper*  
84ABC8A5545649B

By: \_\_\_\_\_  
Tricia M. Culpepper, RPA  
Senior Vice President, Operations

Enclosure

NOT A CERTIFIED COPY

# Statement of Account

12/16/2025

Cryo Group Boca Inc.  
 t/a iCryo  
 Aric Lemon, CEO  
 7531 N Federal Highway Suite E-2  
 Boca Raton, FL 33487

<b>Lease ID:</b> t0002137 <b>Property:</b> s-boca <b>Location:</b> Boca Valley Plaza <b>Unit(s):</b> E-01 <b>Contact:</b> Karen Walsh (301) 986-6385 Karen.Walsh@saulcenters.com	<b>Make check payable to:</b> Saul Holdings Limited Partnership <b>Mail check to:</b> Saul Holdings Limited Partnership Attn: Karen Walsh P. O. Box 38042 Baltimore, MD 21297-8042  <b>Total Amount Owed:</b> <b>\$38,478.15</b>
--	--

The total amount owed is net of \$0.00 in unapplied payments.

Open Charges			
Date	Control No.	Description	Amount Owed
08/01/2025	C-810185	Base rent - retail (08/2025)	7,425.60
08/01/2025	C-810186	Sales tax - Florida rent for Base rent - retail (08/2025)	222.77
09/01/2025	C-818294	Base rent - retail (09/2025)	7,425.60
09/01/2025	C-818295	Sales tax - Florida rent for Base rent - retail (09/2025)	222.77
10/01/2025	C-821694	Base rent - retail (10/2025)	7,425.60
11/01/2025	C-828528	Base rent - retail (11/2025)	7,425.60
12/01/2025	C-832332	Base rent - retail (12/2025)	7,425.60
12/16/2025	C-837341	TAX - ye actual adj - rtl (01/2025 - 12/2025)	904.61

EXHIBIT "D"

SAUL HOLDINGS  
LIMITED PARTNERSHIP

7501 Wisconsin Avenue, Suite 1500E, Bethesda, Maryland 20814  
(301) 986-6200

January 6, 2026

**SENT VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Cryo Group Boca Inc.  
t/a Icryo  
7531 N. Federal Highway, Suite E-2  
Boca Raton, FL 33487

Aric Lemon  
Re: Cryo Group Boca Inc.  
2230 N. Cypress Bend Drive, Apt. 406  
Pompano Beach, FL 33069

Aric Lemon, CEO  
Cryo Group Boca Inc.  
1461 NW St. Lucie  
Port St. Lucie, FL 34986

Re: Lease Agreement in the  
Boca Valley Shopping Center in Boca Raton, Florida

Dear Sir or Madam:

Reference is hereby made to that certain Lease Agreement dated October 25, 2021, as amended and/or assigned, if applicable (the "Lease") by and between: (i) Saul Holdings Limited Partnership ("Landlord") and (ii) Cryo Group Boca Inc ("Tenant") t/a Icryo for space located at 7531 N. Federal Highway, Suite E-2 within the Boca Valley Shopping Center in Boca Raton, Florida, inadvertently referred to in the Lease as 7401 North Federal Highway, Suite 28 Boca Raton, Florida and Guaranty of Lease by Aric Lemon (the "Guarantor(s)").

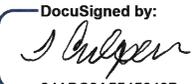
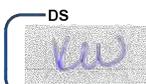
**PLEASE TAKE NOTICE** that Tenant is in default of the terms and conditions of the Lease by Tenant's failure to pay, as and when due, Minimum Rent and/or Additional Rent and other charges under the Lease, as shown on the attached statement of Tenant's account, totaling \$48,615.75.

Boca Valley  
Icryo  
Page 2 of 2

**PLEASE TAKE FURTHER NOTICE** that payment of the rent must be made or possession of the premises delivered to Landlord within five (5) days from the date of delivery of this letter (excluding Saturday, Sunday, or any legal holiday). Please forward a certified check or cashier's check, made payable to Landlord at the above letterhead address, care of Ms. Karen Walsh. Should you have any questions regarding the aforementioned delinquency, please direct all inquiries to Collections Manager Karen Walsh at (301) 986-6385.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the provisions of the Lease, Tenant is liable for all amounts due under said Lease, together with all late charges accrued thereon, any other losses, damages and costs of re-letting and expenses (including attorneys' fees and costs) suffered or incurred by Landlord as a result of Tenant's default of the Lease.

Sincerely,  
Saul Holdings Limited Partnership  
By: Saul Centers, Inc., General Partner

DocuSigned by:  
  
By:  84ABC8A5545649B...  
Tricia M. Culpepper, RPA  
Senior Vice President, Operations

Enclosure

# SAUL HOLDINGS LIMITED PARTNERSHIP

7501 Wisconsin Avenue, Suite 1500E, Bethesda, Maryland 20814  
(301) 986-6000

01/06/2026

Cryo Group Boca Inc.  
t/a iCryo  
Aric Lemon, CEO  
7531 N Federal Highway Suite E-2  
Boca Raton, FL 33487

**This statement is not an invoice and is given as a courtesy only.**

Please note that payments received after the due date stated in your lease are subject to a late charge. Please indicate your lease ID on all remittances. We may apply credits on your account, if any, to your oldest outstanding charges.

If you are interested in making rental payments online, or have any questions or concerns, please reach out to your Contact:  
Awatef Dallal  
(301) 986-6229  
Awatef.Dallal@saulcenters.com

Tenant Information			
<b>Lease ID:</b>	t0002137	<b>Make check payable to:</b>	Saul Holdings Limited Partnership
<b>Property:</b>	s-boca	<b>Mail check to:</b>	Saul Holdings Limited Partnership
<b>Location:</b>	Boca Valley Plaza		P.O. Box 38042
<b>Unit(s):</b>	E-01		Baltimore, MD 21297-8042
		<b>Total Amount Owed:</b>	<b>\$48,615.75</b>

**Total Amount Owed** = Open Charges – Unapplied Payment(s)  
(Currently, your Unapplied Payment(s) is \$0.00)

Open Charges			
Date	Control No.	Description	Amount Owed
08/01/2025	C-810185	Base rent - retail (08/2025)	7,425.60
08/01/2025	C-810186	Sales tax - Florida rent for Base rent - retail (08/2025)	222.77
09/01/2025	C-818294	Base rent - retail (09/2025)	7,425.60
09/01/2025	C-818295	Sales tax - Florida rent for Base rent - retail (09/2025)	222.77
10/01/2025	C-821694	Base rent - retail (10/2025)	7,425.60
11/01/2025	C-828528	Base rent - retail (11/2025)	7,425.60
12/01/2025	C-832332	Base rent - retail (12/2025)	7,425.60
12/16/2025	C-837341	TAX - ye actual adj - rtl (01/2025 - 12/2025)	904.61
01/01/2026	C-842198	Base rent - retail (01/2026)	7,425.60
01/01/2026	C-842199	OER - estimate ye Dec - rtl (01/2026)	1,543.00
01/01/2026	C-842200	TAX - estimate ye Dec - rtl (01/2026)	1,169.00