

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

CASE NO:

BOCA YVC, LLC,

Plaintiff,

v.

ONE BOCA WEST GROUP LLC
d/b/a CANNOLI KITCHEN, COSTAS
MALTEZOS, GEORGE LARIVIEE
and CHRISTIANA KAVADAS,

Defendants.

COMPLAINT FOR EVICTION AND DAMAGES

Plaintiff BOCA YVC, LLC sues Defendants ONE BOCA WEST GROUP LLC
d/b/a CANNOLI KITCHEN, COSTAS MALTEZOS, GEORGE LARIVIEE and
CRISTIANA KAVADAS, jointly and severally, and alleges:

1. This is an action for damages in excess of \$50,000.00 exclusive of interest, costs and attorney fees
2. Plaintiff BOCA YVC, LLC d/b/a SHOPPES AT VILLAGE POINTE is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.
3. Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.
4. Upon information and belief, Defendant COSTAS MALTEZOS is a resident of Palm Beach County, Florida.

5. Upon information and belief, Defendant GIORGIO LARIVIE is a resident of Palm Beach County, Florida.

6. Upon information and belief, Defendant CRISTIANA KAVADAS is a resident of Palm Beach County, Florida.

7. Plaintiff BOCA YVC, LLC is the owner of the following described real property: 9101 Lakeridge Boulevard, Suites 19-20, Boca Raton, Florida 33496.

8. Plaintiff has fully performed and all conditions and conditions precedent to the bringing of this action have occurred, have been performed or have been exercised.

9. Plaintiff has been forced to retain the undersigned attorneys in this cause and is entitled to attorney fees pursuant to Section 20.0 of the subject Commercial Lease Agreement and Florida law.

COUNT I
EVICTION

10. Plaintiff readopts, realleges and reaffirms paragraphs 2 through 9 as if fully set forth herein.

11. This is an action to evict a tenant from commercial real property in Palm Beach County.

12. On or about November 13, 2018, Plaintiff BOCA YVC, LLC, as landlord, entered into a Commercial Lease Agreement with Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN, as tenant, for the aforementioned real property. A true and correct copy of said Commercial Lease Agreement is attached hereto and made a part hereof as Exhibit "A".

13. Section 17 of the Commercial Lease Agreement, entitled "ASSIGNMENT AND SUBLETTING", reads, in part:

"Tenant shall not assign, convey, transfer, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises without first obtaining the express prior written consent of Landlord, which consent may not be unreasonably withheld by Landlord. In the event Landlord consents to Tenant's assignment of this Lease or subletting of the Premises, Tenant shall remain fully liable and shall not be released from the performance of any and all terms, conditions, and covenants of this Lease. A sale, assignment, transfer or conveyance of any or all of the stock of, or ownership interest in, the Tenant or a sale, assignment, transfer or conveyance of all or substantially all of the assets of the Tenant shall constitute an assignment, conveyance or transfer for purposes of this Lease."

14. On or about March 25, 2026, Plaintiff BOCA YVC, LLC learned for the first time that Defendant ONE BOCA WEST GROUP LLC had, perhaps several times, sold, assigned, transferred and/or conveyed some or all of the stock of, or ownership interest in Defendant ONE BOCA WEST GROUP LLC, and/or sold, assigned, transferred and/or conveyed all or substantially all of the assets of Defendant ONE BOCA WEST GROUP LLC, without first obtaining the express prior written consent of Landlord in material breach of Section 17 of the Commercial Lease Agreement.

15. Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN's wrongful actions constitute a Default of the Commercial Lease Agreement pursuant to Section 18(f) thereof.

16. Pursuant to Section 19 of the Commercial Lease Agreement, Plaintiff BOCA YVC, LLC is entitled to all the remedies set forth therein, including the right to take possession of the subject premises.

WHEREFORE, Plaintiff BOCA YVC, LLC demands judgment for possession of the property against Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN, plus attorney fees, costs and such other and further relief this Court deems

necessary or appropriate.

COUNT II
BREACH OF CONTRACT

17. Plaintiff readopts, realleges and reaffirms paragraphs 1 through 9 and 12 through 16 as if fully set forth herein.

18. Pursuant to Section 19 of the Commercial Lease Agreement, Plaintiff BOCA YVC, LLC is entitled to all the remedies set forth therein, including the right to declare the rents for the entire remaining term of the Commercial Lease Agreement to be immediately due and payable and recover judgment thereon.

19. There is now due and owing to the Plaintiff BOCA YVC, LLC from Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN the total sum of \$382,018.61, including accelerated rent.

20. As a direct and proximate result of the foregoing acts of Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN, Plaintiff has suffered damages for which said Defendant is liable.

WHEREFORE, Plaintiff BOCA YVC, LLC demands judgment against Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN for compensatory damages, together with interest, attorney fees, costs and such other and further relief as this Court deems necessary or appropriate.

COUNT III
GUARANTY

21. Plaintiff readopts, realleges and reaffirms paragraphs 1 through 9, 12 through 16 and 18 through 20 as if fully set forth herein.

25. On or about November 13, 2018, Defendants COSTAS MALIYZOS, GEORGE LARIVEL and CRISTIANA KAVADAS executed and delivered to Plaintiff a

personal Guaranty of the lease documents. A true and correct copy of said Guaranty is attached to the Commercial Lease Agreement as Exhibit "C" thereto

26. There is now due and owing to Plaintiff by Defendants COSTAS MALTEZOS, GEORGE LARIVEE and CRISTIANA KAVADAS, as guarantors, the sum of \$382,018.61, jointly and severally with each other and with Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN.

WHEREFORE, Plaintiff BOCA YVC, LLC demands judgment against Defendants COSTAS MALTEZOS, GEORGE LARIVEE and CRISTIANA KAVADAS, jointly and severally with each other and with Defendant ONE BOCA WEST GROUP LLC d/b/a CANNOLI KITCHEN, for compensatory damages, interest, costs, attorney fees and such other and further relief as this Court deems necessary or appropriate.

WAYNE KAPLAN, P.A.
The Millennium
6501 Congress Avenue
Suite 100
Boca Raton, FL 33487
Telephone: (561) 395-1700
Primary Email: waynekaplanpa@aol.com
Secondary Email: wayne@waynekaplanpa.com

By _____

WAYNE KAPLAN, ESQUIRE
Florida Bar No.: 351040

NOT A CERTIFIED COPY

EXHIBIT

“A”

INDEX TO LEASE

By and between
Boca YWC, LLC d/b/a Tanato Village Centre as Landlord
and
Two Oaks West Group, LLC, d/b/a Summit Kitchen, as Tenant

DESCRIPTION	SECTION
ASSIGNMENT AND SUBROGATION OF PREMISES	10
ACCORD AND SATISFACTION	4
ADDITIONAL RENT	19
AGE CONSTRUCTION	41
ASSIGNMENT AND SUBROGATION	47
ATTACHMENTS	50
ATTORNEY FEES	50
ATTORNEY	50
CHANGING OF POSSESSION	9
COMPLETE AGREEMENT	21
DEFAULT	26
DESCRIPTION OF PREMISES	1
EMERGENCY CONTACT	12
ENTIRETY OF INTEREST	44
EXCLUSIVITY	49
EXPLANATION OF LANDLORD	34
EXCUSE OF TENANT'S PERFORMANCE	34
GOVERNING LAW	35
HOURS OF OPERATION	22
HOURS OF OPERATION	16
INDemnIFICATION	23
INSURANCE	16
LANDLORD'S RIGHT OF ENTRY	15
LATE PAYMENT PENALTY	4
LIENS	29
NO HAZARD, NUISANCE OR OBSTRUCTION USE	42
NON WAIVER AND CONSENT	21
NOTICES	27
OFFICE	48
PARTIAL RESTRICTION OF THE PREMISES	11
PARTIAL SURRENDER	28
PERSONAL PROMISES	13
PURCHASER GAS	35
RELOCATION OF TENANT	45
REMEDIES FOR DEFAULT	19
RENT	3
ROOF AND WALL OPENINGS	47
RULES AND REGULATIONS	51
SECURITY DEPOSIT AND ADVANCE RENTS	7
SIGNS, MARKINGS, AND CHANGES	24
SURRENDER OF LEASE	47
SUBROGATION	51
SUBROGATION AND RIGHTS	28
TAX/INSURANCE CLAUSE	50
TENANT'S WORK	50
TERM OF LEASE	1
TONE	32
USE	1
UTILITIES	6
WAIVER OF JURY TRIAL AND COUNTERCLAIM	25
WAIVER OF RIGHTS OF REDEMPTION	70

**BOCA YVC, LLC d/b/a YAMATO VILLAGE CENTER
COMMERCIAL LEASE AGREEMENT**

Rev
THIS LEASE AGREEMENT, hereinafter called the "lease", made and entered into this 13th day of January 2018 by and between BOCA YVC, LLC, a Florida Limited Liability Company, d/b/a Yamato Village Center, located at 2524 Burke Road, Suite 207, Davie, Florida 33014, hereinafter called the "Landlord", and Boca West Group, LLC, a Florida Limited Liability Company, d/b/a Summit Kitchen, located at 5101 Lakeridge Boulevard, Suite 19 20, Boca Raton, Florida 33496 hereinafter called the "Tenant".

1. **DESCRIPTION OF PREMISES:** Landlord hereby leases to Tenant, subject to the performance of the provisions, covenants, terms, and conditions contained in this lease, that certain premises currently known as the Yamato Village Center and hereinafter called the "Shopping Center", located at 5101 Lakeridge Boulevard, Suite 19 20, Boca Raton, Florida 33496 and hereinafter called the "Premises". The Premises is intended as an Improved Restaurant. The total area of the Shopping Center is approximately 31,219 square feet. The Premises is approximately 2,166 square square feet, as detailed on Exhibit "A" attached hereto.

2. **TERM OF LEASE:** The Premises is leased for a term of two (2) years to commence on March 1, 2018 hereinafter called the "Commencement Date", and to expire on January 31, 2020. Tenant acknowledges that the Premises is currently occupied. In the event the current tenant fails to vacate the Premises prior to the Commencement Date and/or legal action is necessary to remove the current tenant, the commencement date of this lease shall be extended to the date the current tenant vacates or is removed. All covenants and applicable time requirements set forth in this lease shall also be extended by the same number of days as that of Landlord. Tenant shall execute a Surrender Agreement containing the new dates of this lease.

3. **RENT:** Base rent shall be as follows for the periods noted per month:

02/01/2018 - 02/28/2018	\$6,709.11	03/01/2018 - 03/31/2018	\$8,503.35
01/01/2019 - 01/31/2019	\$7,268.79	04/01/2018 - 04/30/2018	\$9,043.40
02/01/2019 - 02/28/2019	\$7,853.45	05/01/2018 - 05/31/2018	\$9,573.22
03/01/2019 - 03/31/2019	\$7,861.83	06/01/2018 - 06/30/2018	\$9,985.31
04/01/2019 - 04/30/2019	\$8,175.11	07/01/2018 - 07/31/2018	\$9,547.11

Base rent does not include utility charges, which are otherwise set forth as additional rent herein; however, Tenant's proportional share of real estate taxes and insurance premium for the term year 2018 are included and are subject to change in accordance with Section 94 hereunder and payable, in advance, on the first day of each calendar month during the term. All rent shall be paid at the office of the Landlord or at such place designated by Landlord without demand, deduction, or offset whatsoever.

Tenant shall also pay applicable Florida State Sales Tax in addition to the aforementioned amount and shall also be responsible for the payment of any and all personal property taxes imposed by governmental authorities.

4. **LATE PAYMENT PENALTY:** In the event the Tenant is five (5) days in default of the monthly rent, there shall be a ten percent (10%) late charge, so (during additional time, based upon the rental due for the particular rental period, Landlord shall be additionally entitled to all legal remedies available pursuant to this lease and/or Florida law. This paragraph shall also apply if a check should be returned for non-payment, insufficient funds or other fault of Tenant, and any such dishonored payments will be charged an additional fee of thirty dollars (\$30.00). Landlord hereafter reserves the right to require future payments to be in the form of cleared funds (cash, money order, or certified check).

5. **RECORD AND SATISFACTION:** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment or rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provision.

6. **UTILITIES:** The Tenant shall be responsible for the timely payment of all utility charges and as included in the Premises, including, but not limited to, charges for water and sewer, gas, electricity and telephone. In the event the Tenant fails to make payment for a utility charge, the Landlord may require the amounts due to be paid as Additional Rent or the date the next rent payment is due.

BOCA YVC, LLC
d/b/a Yamato Village Center
2524 Burke Road, Suite 207
Davie, FL 33014

Please Initial:
Landlord: *[Signature]*
Tenant: *[Signature]*

The Premises is recognized as part of a Shopping Center containing a number of tenants of various types of businesses. In the event that the Premises is not initially rented for many and other services, the Tenant agrees to pay the sum of One Hundred Fifty and 00/100 Dollars (\$150.00) per month as its share of the total water and sewer charges for the master meter servicing the Premises, subject to the change and recalculation periodically, but not more often than every twelve (12) months.

4. SECURITY DEPOSITS AND ADVANCE RENT: Tenant acknowledges the following amounts are due and payable to the Landlord as hereinafter specified:

(a) The amount of Fifteen Thousand Two Hundred Forty Nine and 10/100 Dollars (\$15,249.10) shall be held by Landlord as a "Security Deposit" for performance of Tenant's obligations under this lease and is required in full upon execution of this lease. Although Landlord is not obligated to apply the Security Deposit for rent or charges in witness of even damages for the Tenant's failure to perform or otherwise breach this lease, the Landlord may do so at its option. The Landlord's right to possession of the Premises for non-payment of rent or for any other reason shall not be affected in any way by the Landlord holding the Security Deposit.

(b) The amount of Seven Thousand Six Hundred Twenty-Four and 00/100 Dollars (\$7,624.00) shall be held by Landlord as payment for Tenant's "First Month's Rent" obligation under this lease and is required to be paid upon execution of this lease.

The Tenant acknowledges that no interest shall be paid on the Security Deposit or First Month's Rent, and that said deposits and advance rents are not required to be held by Landlord in a segregated account.

5. USE: During the term of this lease the Premises is to be used solely as a Casual Kitchen Italian Restaurant. Any other use of the Premises by the Tenant is not permitted without the written consent of the Landlord. The Tenant agrees to operate the business for the use stated in this provision during the entire term of the lease.

6. CARE OF PREMISES: Tenant accepts the Premises in a good and sanitary state of repair and shall fully maintain same in a good, clean, and safe manner. Tenant shall not permit or allow to be connected any waste in or near the Premises, create or allow any nuisance to exist on or near the Premises or use or allow the Premises to be used for any unlawful purpose. Tenant shall comply, at Tenant's expense, with all governmental laws, statutes, ordinances, or requirements now or which may hereafter be in force.

Tenant shall comply with all governmental laws, rules and regulations regarding its business and the Shopping Center including, but not limited to, the applicable rules and regulations of city, county, state and federal departments and agencies. Tenant shall pay, as Additional Rent, the cost of any compliance with the Americans with Disabilities Act for any similar state or local law required for the Premises.

Further, Tenant shall be responsible for all maintenance of the Premises including doors and wall openings; and Tenant shall be responsible for any cost of repair or replacement. Tenant accepts full maintenance and/or repair responsibilities for all items (including, but not limited to, garage, wiring, or automatic machine doors) during the term of this lease and any extensions thereof. Tenant shall also be responsible for any costs associated with environmental regulation, maintenance, or clean-ups arising out of Tenant's use of the Premises. It is further understood and agreed to between the parties hereto that any claims against Tenant by Landlord for services, labor, material, or work done on the Premises at the request of Tenant to Landlord or otherwise arising under this lease, shall be considered as cost due and shall be included in any rent for rent due and unpaid.

If Tenant operates a cooking operation, it is understood that Tenant, at its own cost and expense, is required to have the following contracts with the appropriate licensed contractors:

(a) To test and maintain the automatic extinguishing system protecting the cooking equipment during the entire term of this lease and any options. This contract must include, at a minimum, annual testing of the system and all maintenance in accordance with NFPA 96, "Standard for the Installation of Equipment for Removal of Smoke and Grease Under Vapors from Commercial Cooking Equipment."

(b) To clean the hood and duct system of the cooking equipment at least every six months, and more frequently if volume requires.

Tenant shall submit executed copies of said contracts to Landlord within thirty (30) days of the Commencement Date of this lease. Tenant agrees that the above-referenced contracts shall be non-renewable unless ten (10) days prior written notice is provided to Landlord. Additionally, Tenant is responsible to provide Landlord with written proof of all maintenance and cleaning performed on the systems. Should Tenant fail to obtain said contracts, Landlord shall have the right, but not the obligation, to obtain said contracts on behalf of the Tenant at prevailing rates and charge the cost of such contracts and Landlord's administrative fee to Tenant, which shall be considered

YK 9900, LLC
4141 South Village Drive
Suite 100 8514, 8518, 8520

Please Initial:

Landlord: _____

Tenant: _____

Additional Rent. Failure to pay Additional Rent when due shall be considered a default of the Lease as such term is defined herein.

10. **ACCEPTANCE AND SURRENDER OF PREMISES:** Tenant accepts the Premises on possession as being in a good state of repair and in arbitrary condition. Tenant shall surrender the Premises to Landlord at the end of the lease term, or any extension thereof, in the same condition as when Tenant took possession. Tenant shall remove all business signs or symbols placed on the Premises by Tenant before redelivery of the Premises to Landlord, and restore the position of the fixtures in which they were placed in the same condition as before their placement. Tenant shall also surrender all keys for the Premises to the Landlord at the place Tenant is required to pay rent, insure Landlord of all communications on trucks, signs, and signs, if any, in the Premises and surrender to the Landlord the Premises, including, without limitation, all building equipment and equipment then upon the Premises, and all alterations, improvements, and other additions which may be made or installed by either party to, in, upon, or about the Premises which shall be the property of the Landlord. The failure to comply with any portion of this provision by Tenant is acknowledged to be an improper surrender and material breach of this lease.

11. **PARTIAL DESTRUCTION OF THE PREMISES:** Partial destruction of the Premises shall not render this lease void or voidable, or terminate it, except as herein provided. If the Premises is partially destroyed during the term of this lease, Landlord shall repair them when such repairs can be made in conformity with local, state, and federal laws and regulations. Pending completion, a portion of the Rent shall be abated according to the insurable area of the Premises. If the Landlord does not elect to make said repairs within one hundred eighty (180) days from the date of the destruction, either party hereto has the option to terminate this lease. If the Shopping Center in which the Premises is located is more than one quarter destroyed, the Landlord may at its option terminate the lease, whether the Premises is damaged or destroyed or not. In any case, Tenant shall have no claim against the Landlord, nor any condemning authority, for the value of the unexpired term of this lease.

12. **EMINENT DOMAIN:** Eminent domain proceedings resulting in the condemnation of a part of the Premises leased hereunder will not terminate this lease, unless the total area of the Premises is untenable by the Tenant for purposes for which the Premises is leased. If a portion of the Premises or the Common Area is condemned or taken by a governmental authority in any manner, or decree that materially adversely impacts Tenant's business or business operations (as determined by Tenant in its reasonable business judgment, not, however, to be arbitrarily exercised), then Tenant may elect to terminate this lease as of the date of the hearing of title in the condemnation authority, by written notice to Landlord given within sixty (60) days of the condemnation or taking. If such portion of the term area of the Shopping Center is condemned or taken, including the Shopping Center no longer viable in Landlord's reasonable business judgment) to similarly operate the Shopping Center, then Landlord shall have the right to terminate this lease upon written notice to Tenant given within sixty (60) days of the condemnation or taking. The Tenant's rental shall be prorated based upon the remaining square footage. All compensation awarded in the eminent domain proceedings as a result of such condemnation shall be the Landlord's. Although the Tenant shall not be precluded from filing an independent action for its own attributable to Tenant's "useful improvements and fixtures on the Premises, all business changes, and relocation costs, Tenant shall have no claim against Landlord for the same during a thirty (30) day term of the unexpired term of this lease.

13. **PERSONAL PROPERTY:** All personal property placed or moved into the Premises shall be at the risk of the Tenant or owner thereof, and the Landlord shall not be liable to the Tenant or owner for any damages to said personal property arising from the bursting or leaking of water pipes, roof leaks, or from any act of "any person or any other tenant, invasion, occupant of the Shopping Center or any other person whatsoever, unless such damages are a result of Landlord's gross negligence or willful act. Landlord shall not be liable for damages to Tenant's furniture or equipment resulting from theft, fire, flood, or any other occurrence.

14. **FORCE MAJEURE:** Anything in this lease to the contrary notwithstanding, providing such cause is not due to the willful act or negligence of the Landlord, the Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this lease if same shall be due to any strike, lockout, civil disorder, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service, or financing, through an Act of God or other cause beyond the control of the Landlord. It is expressly agreed and understood by and between the parties to this lease, that the Landlord shall not be liable for any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, agent, employee, invitee, occupant, or any other person whatsoever.

700 Park, II,
4700 Yonkers Village Center
Yonkers, NY 10551

Please initial:

Landlord: _____

Tenant: _____

15. **LANDLORD'S RIGHT OF ENTRY:** Landlord may enter the premises at any reasonable time with twenty-four (24) hours notice to Tenant, except in the case of an emergency, for the purpose of inspection or the making of repairs, replacements, or additions to, or on, or about the Premises or the Shopping Center as Landlord deems necessary or desirable. Tenant shall have no right of action against Landlord by reason of such entry.

16. **INSURANCE:** Tenant hereby covenants and agrees that at all times during the term of this lease at Tenant's own cost and expense, to obtain and maintain and keep in force comprehensive general public liability insurance against the claims for personal injury, death, or property damage occurring in, on, or about the Premises or on an outdoor area with aggregate annual limit coverage in an amount not less than \$500,000/\$1,000,000 for bodily injury, personal injury (including death) and \$100,000 with respect to damage to property. Further, Tenant shall carry First Glass Insurance. Any and all increases in insurance rates caused or occasioned by the Tenant's occupancy shall be paid for by the Tenant. Landlord shall be named as additional insured.

If the Tenant is engaged in the sale of alcoholic beverages, whether for consumption on the Premises or for package sales, the Tenant shall provide the Landlord with a liquor liability insurance policy naming the Landlord as an additional insured, as its interest may appear, with aggregate annual limit coverage in an amount not less than \$500,000/\$1,000,000 for bodily injury, personal injury (including death) and \$100,000 with respect to damage to property.

Tenant shall submit a Certificate of Insurance to Landlord within two (2) days of the Commencement Date of this lease. Tenant agrees that if the above-mentioned insurance shall be non-renewable without ten (10) days written notice to Landlord.

17. **ASSIGNMENT AND SURRENDER:** Tenant shall not assign, convey, transfer, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the Premises or any part of the Premises without first obtaining the express prior written consent of Landlord, which consent may not be unreasonably withheld by Landlord. In the event Landlord consents to Tenant's assignment of this lease or subletting of the Premises, Tenant shall remain fully liable and shall not be released from the performance of any and all terms, conditions, and covenants of this lease. A sale, assignment, transfer or conveyance of any or all of the stock of, or ownership interest in, the Tenant or a sale, assignment, transfer or conveyance of all or substantially all of the assets of the Tenant shall constitute an assignment, conveyance or transfer for purposes of this lease.

For each and every request by the Tenant to assign, convey, transfer, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the Premises or any part of the Premises, the Tenant shall at the same time tender to Landlord a non-refundable advance payment fee of One Thousand Five Hundred and 00/100 Dollars.

In the event the Landlord has paid the cost of any improvements to the subject Premises, then the Tenant shall reimburse the Landlord the amount of same as a condition to any approval of any such assignment, conveyance, transfer, mortgage, pledge, or encumbrance of this lease, in whole or in part, or sublet of the Premises or any part of the Premises.

18. **DEFAULT:** Upon the happening of one or more of the events as expressed herein it, (a) to (f), inclusive, the Landlord shall have, at its option, any and all rights and remedies hereinafter set forth in Section 19 ("Remedies for Default") below.

(a) In the event Tenant should fail to timely pay any rent, including Additional Rent and other charges, or any other sums required to be paid hereunder, as and when the same becomes due;

(b) In the event Tenant makes an assignment for the benefit of creditors, files for voluntary bankruptcy, has a petition for bankruptcy filed against it, is adjudicated bankrupt, or has a receiver appointed to take possession of Tenant's assets;

(c) In the event Tenant abandons, attempts to remove, or permits to be removed from the Premises, except on the usual course of trade, the goods, furniture, effects, or other property of the Tenant or its interest;

(d) Tenant shall occupy 100% of the Premises as provided for herein, and in the event Tenant, before the expiration of the term hereof and without the written consent of the Landlord, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same is hereby leased or ceases to use the Premises for the purposes herein expressed;

(e) In the event an execution or other legal process is levied upon the goods, furniture, effects, or other property of Tenant located on the Premises, or upon the interest of Tenant in this lease;

(f) In the event Tenant fails to keep, observe, or perform any of the terms, conditions, or covenants on the part of Tenant herein to be kept, observed, and performed;

500 Plaza, L27
6600 Vista Village Center
Dallas, Texas 75230-2025

Please Initial:

Landlord *[Signature]*
Tenant: *[Signature]*

(e) In the event Tenant is in default with respect to any other leases between it and the Landlord or related parties;

(f) In the event this lease or any interest therein shall be operation of law devolved upon or pass to any person or persons other than the Tenant; or

(g) In the event Tenant fails to take possession of, diligently to operate and required under the lease, move into the Premises and/or open for business within fifteen (15) days of the execution of this lease.

19. REMEDIES FOR DEFAULT:

(a) In the event of any default or breach, Landlord, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter the Premises by summary proceedings and to dispossess Tenant and a further occupants therefrom and remove and dispose of all property therein in the manner provided by law under this lease without Landlord being deemed guilty of or liable for same. Landlord shall also have the right, at the option of Landlord, to immediately terminate this lease, and to thereupon re-enter and take possession of said Premises. In the event of any default or breach, Landlord shall also have the right, at its option, from time to time, without terminating this lease, to re-enter and re-let the Premises, or any part thereof, with legal process, in the name and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied (first to the expenses of such re-letting and collection including but not limited to necessary renovations and alterations of the Premises, care of Premises while vacant, reasonable attorney's fees, costs, and out-of-pocket expenses, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Tenant hereunder; and if sufficient sums shall not be thus realized or secured to pay such sums and other charges, if at Landlord's option, Tenant shall pay Landlord any deficiency promptly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this lease in previous or subsequent months, and Landlord may bring in action therefor as such rental deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to recoupment for the remaining term of this lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let in any event. The Landlord shall not be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said Premises in excess of the rent provided in this lease.

(b) In the event of any default or breach, the Landlord, in addition to any other rights and remedies it may have, shall have the right, at its option, to declare the lease for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been terminated to or taken by Landlord, and any summary action thereupon and summary judgment thereupon.

(c) The Landlord, in addition to any other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from said Premises. Any property removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof. The Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts. Further, Tenant hereby pledges and assigns to Landlord all fixtures, fixtures, goods, and chattel of Tenant which has or may be brought or put on the Premises as security for the payment of rent or damages by Tenant.

(d) No re-entry or taking possession of said Premises by Landlord shall be construed as an election or Landlord's party to terminate this lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times thereafter, elect to terminate this lease for any default or breach. Any re-entry shall be without any intent without judgment, and Landlord shall not be liable for damages for any such re-entry, or guilty of trespass or forcible entry.

(e) Any and all rights, remedies, and options given in this lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any other right or remedy given to Landlord under this lease or any law now or hereafter in effect.

20. ATTORNEY FEES: In the event of litigation hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs through final appeal from the non-prevailing party.

21. NOC-WAIVER AND CONSENT: Use or non-use waivers of any term, covenant or condition by the Landlord shall not be deemed or construed as a waiver of a subsequent breach or the same term, covenant or condition, and the consent or approval by the Landlord to or of any act of the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any

WITNESS MY HAND:

Landlord: 

Tenant: 

successors, assigns, and by the Tenant, the Landlord's acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any existing breach by Tenant or any other person of condition of this lease, other than the failure of Tenant to pay the periodic rental or accepted, regardless of Landlord's knowledge of such existing breach at the time of acceptance of such rent. At any time, receipt or collection of this lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord. The ability of the Landlord under this lease shall be cumulative, and survive as the part of the Landlord to exercise any rights, even hereby shall not operate to defeat any such right.

22. **RECORDING OVEN:** In the event Tenant retains in possession of the Premises after the expiration of the tenancy created here by this lease, Tenant's failure to fully comply with Section 19, hereof, and without execution of a new lease, Tenant, or the heirs of Landlord, shall be deemed to be occupying the Premises as a Tenant for a period of one month, at a monthly rent equal to two (2) times the fixed maximum rent payable during the last month of the lease term and twenty five percent (25%) increase from each month commencing the second continuation in violation hereof. Tenant shall be responsible for the payment of all such rent forth as additional rent in that event and shall be responsible for all the Tenant's obligations under this lease.

23. **LEASES, IMPROVEMENTS, AND OTHER PROVISIONS:** In this lease respecting the Tenant's rights, privileges, or obligations, of any, to make any alterations, additions, improvements, or repairs, the Tenant expressly acknowledges and agrees that the Premises shall not be subject to them, for improvements made by Tenant, or Tenant's agents or contractors and Tenant shall not have any authority to create any lien for labor or material upon the Landlord's interest in the Premises.

In the event that any labor, materials, or equipment are furnished to the Tenant or the Premises for which any Rent-secured Lien might otherwise be filed against the Premises at the Landlord's interest therein, the Tenant agrees:

(a) To notify any contractor furnishing any labor or materials for any improvements or repairs that the interest of the Landlord is not subject to improvement lien;

(b) To take appropriate action prior to the furnishing of any labor or material to assure that no such lien shall be filed;

(c) To pay absolutely, all costs of money which may result from any contract, subcontract, mechanic's lien, or fireclaim for any labor or materials to cause any lien or preferred lien to be fully extinguished and released promptly upon receiving notice thereof; and to indemnify the Landlord against all legal costs and expenses, including attorney's fees, reasonable litigation fee, and above the defense of any suit in discharging the Tenant or any and thereof from any liens, judgments, attachments, or suits caused by the Tenant or anyone acting on the Tenant's behalf; and

(d) The Landlord reserves the right, upon approving any such improvements, changes, additions, or alterations, to require the Tenant to furnish a Lien and Affidavit bond, conditioned that the Tenant will keep the Landlord harmless from the payment of any claims, either in law or equity by way of claims or mechanic's liens, tortious actions, or otherwise, including all attorney's fees and costs. The Landlord's sole action of the approval shall be required such a bond in the way shall be conditioned as a matter allowing the Landlord to be subject to mechanic's or other liens. The Tenant, as well as all subcontractors, licensees, and independent who may furnish any labor, materials, or otherwise contribute to the improvement of the subject premises shall be understood to agree that any and all mechanic's liens or other liens are prohibited and shall not attach to the interest of the Landlord.

The Tenant consents to the recording in the public records of the money to which the Premises is leased, of the language of this paragraph in any form permitted by Chapter 413 of Florida Statutes, and further agrees to execute, when requested, any document or agreement in any form permitted in compliance with the provisions of this paragraph. All persons, whether contractors, subcontractors, vendors, licensees, independent, or others, who contract with the Tenant for the improvement or removal of any building, or for the erection, installation, alteration, or repair of any building or other improvements upon the Premises are hereby charged with notice that they must look to the Tenant and the Tenant's interest only in the above-described Shopping Center to secure the payment for work performed or material furnished during the term of this lease.

24. **SIGNS, MARKINGS, AND CAROOLS:**

(a) Signs shall not be placed or posted or maintained on any exterior door, wall, or window of the Premises, any sign, marking, or canopy, or advertising matter or other thing of any kind, and shall not be placed on the lawn and illumination, letters, or advertising matter on the glass of any window or door, nor shall any illuminated sign be placed in the window display area of the Premises without prior obtaining Landlord's written approval and consent; and

201 West 11th
4104 West Village Center
Brownsville, Texas 77804

Please Initial:

Landlord: _____
Tenant: _____

18) Tenant shall promptly erect an overhead sign in accordance with Landlord's specifications (see Exhibit "B" attached hereto), within the area designated by the Landlord. Tenant further agrees that such signs, awning, canopy, decoration, lighting, advertising matter, or other thing as may be approved shall be maintained in good condition and repair at all times, and shall conform to the criteria established from time to time by Landlord. Tenant shall have ninety (90) days from date of occupancy to erect a sign at Tenant's sole cost and expense in accordance with said criteria.

19) At Tenant's cost, Landlord will install appropriate address signs as per Exhibit "A" attached hereto/herein to be provided by Tenant. Tenant will be responsible to pay Dan Banner Inc. Fifty Dollars (\$150.00) for manufacture and installation of each sign. Signage costs must be paid upon approval of sign proof.

25. **WAIVER OF JURY TRIAL AND CONSTRUCTION:** The parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other or any matter whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of rent, Tenant will not interpose any claim of liability of whatever nature or description of any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

26. **WAIVER OF RIGHTS BY REDEMPTION:** Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the covenants or conditions of this lease or otherwise.

27. **COMPLETE AGREEMENT:** This lease contains a complete expression of the agreement between the parties and there are no promises, representations, or inducements except such as are herein provided. There shall be no modification of the provisions of this lease unless the same be in writing and signed by the Landlord and the Tenant.

28. **SUCCESSOR AND ASSIGN:** The terms, conditions, and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representative, successors, or assigns, and shall run with the land; and where made the one party shall be Landlord or Tenant under this lease, the word Landlord or Tenant wherever used in this lease shall be deemed to include all Landlords and Tenants jointly and severally.

29. **PARTIAL INVALIDITY:** If any term, covenant, or condition of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

30. **ATTACHMENTS:** Any and all exhibits, addendums, or guidelines attached to this lease are part of this lease and incorporated herein as if fully set forth herein.

31. **SUBORDINATION:** Tenant agrees that this lease shall be subordinate and inferior to all present and future mortgages, deeds, and/or encumbrances and Tenant hereby subordinates this lease to same without any further act for the purpose set forth in this paragraph.

32. **TIME:** Time is of the essence as to all terms, conditions, covenants, obligations, and performances under or arising out of this lease.

33. **INDEMNIFICATION:** Tenant will indemnify Landlord and its agents and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury, and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof, as mentioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or agents or subcontractors. In case Landlord shall, without fault on his part, be made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses, and reasonable attorney fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this lease, regardless of whether a suit has been instituted.

YK, LLC
4400 Route 200, Suite 200
Tampa, FL 33613

Please Initial:

Landlord: 
Tenant: 

14. **EXEMPTION OF LANDLORD:** Landlord's negligence and liability to Tenant with respect to this lease shall be limited solely to Landlord's interest in the Shopping Center, and the Landlord, or any partners of Landlord, any officer, director, or shareholder of Landlord, or any agent or employee of Landlord, shall not have any personal liability whatsoever with respect to this lease.

15. **RADON GAS:** Pursuant to Florida Statute, Section 404.056(5), the following disclosure is required by law: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health office."

16. **GOVERNING LAW:** This lease shall be governed by and construed in accordance with the laws of the State of Florida.

17. **NOTICES:** All notices required or contemplated by this lease to be provided to the Landlord shall be in writing and delivered by United States Mail, certified, return receipt requested, to the Landlord's address set forth in the first paragraph of this lease. Notice to the Tenant may be oral or in writing.

18. **ASSIGNMENT:** If and so long as this lease is in full force and effect, then at the option of the mortgagee, (i) this lease shall remain in full force notwithstanding (ii) a default under the mortgage by Landlord, (iii) failure of Landlord to comply with this lease, (iv) a default in which Tenant might be entitled against Landlord under this lease, or (v) any bankruptcy or insolvency proceedings with respect to Landlord; (iii) if any such mortgage shall become possessed of the Premises, Tenant shall be obligated to such mortgagee to pay to it the rentals and other charges due hereunder, and to thereafter comply with all the terms of this lease; and (iii) if any mortgagee or purchaser at a private or public sale shall become possessed of the Premises, Tenant shall, without charge, attach to such mortgagee or purchaser an LTA Landlord order the Lease.

19. **TAX/INSURANCE CHARGE:** Tenant shall pay, as Additional Rent, a proportionate share (currently 7.98%) of any taxes assessed and/or insurance charged against the total Shopping Center over the term of such taxes and/or insurance for the base year 2018. If an easement is created between the parties that in addition to paying the initial amount, the Tenant will make monthly extra payments to the Landlord. The extra period will commence in November of each year and may be recalculated on an annual basis by the Landlord so that taxes and/or insurance will be paid to the Landlord within a twelve-month period ending October of each year. Failure to comply with the foregoing will be considered a breach of this lease. In the event Landlord, acting in good faith and in a reasonable manner, determines that the aforementioned share does not accurately reflect Tenant's proportionate share then Landlord shall have the right to adjust Tenant's proportionate share as necessary.

20. **ADDITIONAL RENT:** The Tenant shall pay as Additional Rent any money required to be paid pursuant to the provisions of this lease whether or not the same are designated "Additional Rent". If such amounts or charges are not paid at the time provided in this lease, they shall be collectible as Additional Rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the requirements for payment of any money or charge at the time the same become due and payable hereunder, or limit any other remedy of the Landlord.

21. **AIR MAINTENANCE:** The Landlord agrees to check the air conditioning system in the Premises and that it should be in good working order at the time of Tenant's possession. Landlord will warranty the air conditioning system against mechanical breakdown for a period of ninety (90) days from the Commencement Date provided Tenant has an A/C maintenance agreement with a licensed air conditioning contractor in force ("Maintenance Agreement"). Thereafter, Tenant shall be responsible for all maintenance, repairs and replacement whatsoever. Tenant, at its own cost and expense, as required to have a Maintenance Agreement in force during the entire term of this lease and any options. Tenant shall submit an executed copy of said Maintenance Agreement to Landlord within thirty (30) days of the Commencement Date of this lease. Tenant agrees that the above mentioned Maintenance Agreement shall be non-transferable unless the (30) days prior written notice is provided to Landlord. This Maintenance Agreement must include all services suggested by the equipment manufacturer within the operating/maintenance manual, and specifically shall include the following:

Maintenance Inspections:	A minimum of three maintenance visits per year
Maintenance to include:	Mechanical cleaning; Clean drain lines and install drip pans; Lubricate all moving parts and adjust belts; Refrigerant charge and oil level/valve check.

SWC LLC
4100 Yankee Village Center
14000 Hwy 202N 2018, Dallas

Please Initial:

Landlord: 

Tenant: 

Electrical contractor's inspection
Check condition of electrical & plumbing codes
Check equipment operation.

Should Tenant fail to obtain said Maintenance Agreement, Landlord shall have the right, but not the obligation, to obtain said Maintenance Agreement on behalf of the Tenant at prevailing rates and charge the cost of such Maintenance Agreement and Landlord's administrative fee to Tenant, which shall be considered Additional Rent. Tenant's failure to obtain said Maintenance Agreement will void all warranties on the HVAC systems contained within this Section or elsewhere in this Lease. Failure to pay additional Rent when due shall be considered a default of the Lease as such term is defined herein.

42. **ROOF AND WALL OPENINGS:** Tenant shall be totally responsible for any repairs and/or damage caused by openings or penetrations through the roof above Tenant's premises as through the wall of Tenant's Premises made by Tenant for the purpose of installing special equipment, projections, vents, exhaust fans, or other special items. All problems which may occur as a result of Tenant's actions, such as roof leaks, shall be entirely the cost and responsibility of the Tenant during the term of this lease and any extension thereof. Any work accumulated on the roof must require Landlord's written permission.

43. **NO WASTE, NOISE, OR UNLAWFUL USE:** Tenant shall not permit, or allow to be conducted, any waste on the Premises, create or allow any nuisance to exist on the premises, or use or allow the Premises to be used for any unlawful purpose. It is further understood and agreed that nothing is to be stored by Tenant on the outside of the Premises, and Tenant agrees to pay all costs involved for removal and disposal of any and all items found to be in violation of this Section.

44. **PROPERTY CERTIFICATE:** The Tenant agrees that it will, at any time and from time to time, within ten (10) days following written notice from the Landlord specifying that it is given pursuant to this Section, execute, acknowledge and deliver to the Landlord a statement in writing certifying that this lease is unconditioned and in full force and effect (or if there have been modifications, that the same are in full force and effect and stating the modifications), and the date to which the base rent and any other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not there are defenses or claims claimed by the maker of the certificate and whether or not to the best of knowledge of the Tenant the Landlord is in default in performance of any covenant, agreement or condition contained in this lease, and if requested, such financial information concerning Tenant and Tenant's business operations and the Guarantor of the Lease, if the lease is guaranteed, as may be reasonably requested by any mortgagee or prospective mortgagee or purchaser. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with the provisions of this Section within said ten (10) day period shall constitute an acknowledgment by the Tenant, which may be relied on by any person holding or proposing to acquire an interest in the Shopping Center or any party Landlord or the Premises or this lease from or through the other party, that this lease is unconditioned and in full force and effect and that such debts have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute, as to any person so notified as aforesaid to rely upon such statements, notice of any defaults which may exist prior to the date of such notice provided, however, that nothing contained in the provisions of this Section shall constitute waiver by the Landlord of any default in payment of rent or other charges expiring as of the date of such notice and, unless expressly corrected in writing by Landlord, Tenant shall still remain liable for same.

45. **RENOVATION OR TENANT:** Intentionally deleted.

46. **HOURS OF OPERATION:** Tenant shall have strict hours of operation from 11:00 A.M. to 9:00 P.M., Monday through Saturday, excluding legal holidays.

47. **SUBMISSION OF LEASE:** Submission of this lease to Tenant does not constitute an offer, and this lease becomes effective only upon execution and delivery of the Lease by both Landlord and Tenant and not until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this lease has been cleared by Tenant's bank.

48. **OPTIION:** Tenant is hereby granted two (2) / five (5) year options to renew this Lease, provided it has not defaulted and Tenant has remained throughout the term of the Lease in good standing and providing it notifies Landlord of its intention of exercising its optional an accordance with Section 39 at least six (6) months prior to the expiration of each previous lease term. At such time when Tenant exercises its optional, the increases to the base rent shall have a fixed four percent (4) each

770 0004, LLC
3700 Mountain Village Center
Lease.2007.0018. 1110.docx

Please Initial:

Landlord: 

Tenant: 

year based on the year immediately preceding. In addition, upon exercising Tenant's option(s), Landlord reserves the right to increase Tenant's security deposit up to an adequate amount equal to one (1) full month's rent based on the then current full month's rent amount including all charges. At such time Tenant exercises its option(s), Tenant shall pay any additional amount necessary to Landlord as described herein. Any such additional amount shall be due and payable when Tenant notifies Landlord of its intention to exercise its option.

Tenant's exercising of any and all option terms to its Lease shall be subject to the reasonable inspection of its Premises by Landlord. Should Landlord find the Tenant has not properly maintained the Premises, Landlord shall have the absolute right, as well as other remedies available hereunder, to deny Tenant's option unless and until the reasonable maintenance of Tenant's Premises is completed.

49. **EXCLUSIVITY:** During the term of this Lease, provided Tenant is not in default and is open and operating under its permitted Use as set forth in Section 8 of Tenant's Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center for an Italian Restaurant And/or pizzeria as a primary use.

50. **TENANT'S WORK:** Tenant shall completely complete the interior of the Premises including following work at Tenant's sole cost and expense within ninety (90) days of the Commencement Date. Tenant agrees to use best efforts to timely complete Tenant's Work using properly licensed and insured contractors which have been approved by Landlord prior to commencing work, said approval shall not be unreasonably withheld.

- (a) New Flooring throughout the dining area and kitchen;
- (b) New Flooring, wall coverings, and plumbing fixtures in both restrooms;
- (c) Repaint the entire interior;
- (d) New furniture and
- (e) New decoration, furnishings, color scheme, ceilings and lighting in the dining area.

51. **RUINS AND REGULATIONS:**

(a) Tenant agrees as follows:

(i) All loading of goods shall be done only at such time, in the areas, and through the entrance, designated for such purposes by Landlord.

(ii) The delivery or shipping of merchandise, supplies and returns to and from the Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Premises or Shopping Center.

(iii) All packages and cartons shall be deposited in the kind of container specified by Landlord and shall be placed outside of the Premises for collection in the manner and at the times and places specified by Landlord, or Landlord shall provide.

(iv) No radio or television or other similar device shall be installed without first obtaining in each instance the Landlord's consent in writing. No sign or sign shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of the Landlord. Any sign or sign so installed without such written consent may be removed by Landlord at any time and Landlord shall not be liable for such removal.

(v) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without prior written consent of the Landlord.

(vi) The arcade areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord and Tenant shall not place or permit any obstruction or merchandise in such areas, nor conduct any business therefrom.

(vii) The Tenant may not change (whether by alteration, replacement, rebuilding, or otherwise) the exterior color and/or architectural treatment of the Premises or of the Shopping Center in which the same are located or any part thereof.

(viii) The Tenant shall keep the Premises, which includes the exterior windows and doors, clean and free from refuse, dirt, rubbish, and garbage within the Premises, and the tenant shall not install any type of storm shutters, or other types of security measures, in the door or window areas of its storefront without Landlord's prior written consent.

(ix) The Tenant must obtain and maintain in effect all permits and licenses necessary for the operation of the Tenant's business as herein provided.

(x) The Tenant agrees that the Landlord shall have the right to prohibit the continued use by the Tenant of any unethical or unfair method of business operation, advertising, or interior display, if, in the Landlord's opinion, the continued use thereof would impact the reputation of the Shopping Center as a desirable place to shop or is otherwise not of harmony with the general character thereof, and

Y&B, LLC
c/o The Village Center
Lansdale, PA 19382

Please Initial:

Landlord: 

Tenant: 

upon notice from the Landlord, the Tenant shall nevertheless refrain from or discontinue such activities.

(ix) The Tenant shall not burn any trash or garbage of any kind in and about the Premises at Shopping Center.

(x) Tenant agrees that it shall not keep open or lock open to place its front entry door(s), unless first approved in writing by the Landlord.

(xi) The Tenant shall at all times maintain an adequate number of suitable fire extinguishers on its Premises (as per the local fire code) for use in the case of local fires, including electrical or mechanical fires.

(xii) The Tenant agrees that the Landlord may designate specific areas in which vehicles owned or operated by the employees must park, and may, if found necessary for the convenience of passing for customers, prohibit the parking of such vehicles in any part of the common areas.

(xiii) There shall be no overnight parking of any vehicle for any reason whatsoever anywhere on the Shopping Center. Vehicles found in violation of this rule are subject to being towed at the owner's expense.

(xiv) That there shall be no commercial vehicles parked in the parking areas of the Shopping Center except in the case of the Shopping Center of the Tenant or at the rear of the Shopping Center in designated areas for such commercial vehicles.

(xv) Tenant and Tenant's employees shall park their vehicles only in those portions of the parking area, as designated from time to time by Landlord for those purposes. Tenant shall furnish Landlord with State Automobile License numbers assigned to Tenant's employees within five (5) days after taking possession of the Premises and shall thereafter notify the Landlord of any changes within five (5) days after changes occur. In the event that the Tenant or its employees shall fail to post their vehicles in the designated parking areas as directed, then the Landlord, at its option, shall charge the Tenant One Hundred Dollars (\$100.00) per day or partial day per vehicle parked in any area other than those designated, as well for actual and liquidated damage. Tenant hereby agrees that it shall park its vehicles and the vehicles of its employees only at the rear of the Shopping Center or at the farthest parking in front of the Shopping Center or where Landlord shall reasonably request.

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

(xvii) Tenant shall keep the premises free from nuisances, noxious or other objectionable to the public, to tenants or to the Landlord.

(xviii) Tenant shall not, at Tenant's cost, such pest extermination or other work as Landlord may direct and such intervals as Landlord may require.

(xix) Tenant shall keep the overhead sign illuminated from 6:30 P.M. to 12:00 Midnight Eastern Standard Time and from 6:00 P.M. to 12:00 Midnight Eastern Daylight Savings Time.

(xx) Landlord reserves the right, from time to time, to suspend, amend or supplement the covenants, rules and regulations, adopt and promulgate additional Rules and Regulations applicable to the Premises. Notice of such Rules and Regulations and amendments and supplements thereto, if any, shall be given to the Tenant. Unless otherwise stated in the Rules and Regulations, non-compliance with any of these Rules and Regulations shall be considered default under this lease, or Landlord may, at Landlord's option, charge the Tenant a penalty of ten hundred Dollars (\$100.00) per day, for each infraction of the Rules and Regulations, until Tenant cures the infractions. Changes assessed by Landlord under this provision shall be considered rent and collectible in the same manner as rent, and the non-payment of these charges shall constitute a default hereunder.

(xxi) The Tenant agrees to comply with all further rules and regulations for the use and occupancy of the Shopping Center as the Landlord, in its sole discretion, from time to time promulgates for the best interests of the Shopping Center. The Landlord shall have no liability for violation by any other tenant of the Shopping Center of any rules and regulations and shall such violation of the waiver thereof excuse the Tenant from compliance.

IN WITNESS WHEREOF, Landlord and Tenant have caused THIS LEASE to be executed, as required by law, on the date indicated at the beginning of this lease.

Signed, made, and delivered
in the presence of:

Y&E Dev. LLC
4916 Yonkers Village Center
Lease No. Y&E 2014-1019-0000

Please Initial:
Landlord: _____
Tenant: _____

Witness:

As to Landlord
[Signature]
As to Tenant

[Signature]
As to Landlord
[Signature]
As to Tenant

LANDLORD:

Boca NYC, LLC,
a Florida limited liability company,
c/o Boca Yards Village Center

BY: Doug Trumbull, Inc.,
a Delaware corporation,
The Managing Member

For: Richard J. Johnson

This Agreement Date: 11/15/18

TRENT:

One Boca Yard Group, LLC, d/b/a
Community Kitchen

BY: Craig Nicholson

For Manager Date: 11/15/18

ATTACHMENTS TO LEASE:

- EXHIBIT "A" - Description of Premises
- EXHIBIT "B" - Sign Schedule
- EXHIBIT "C" - SCHEDULE
- EXHIBIT "D" - Terms and Insurance Information

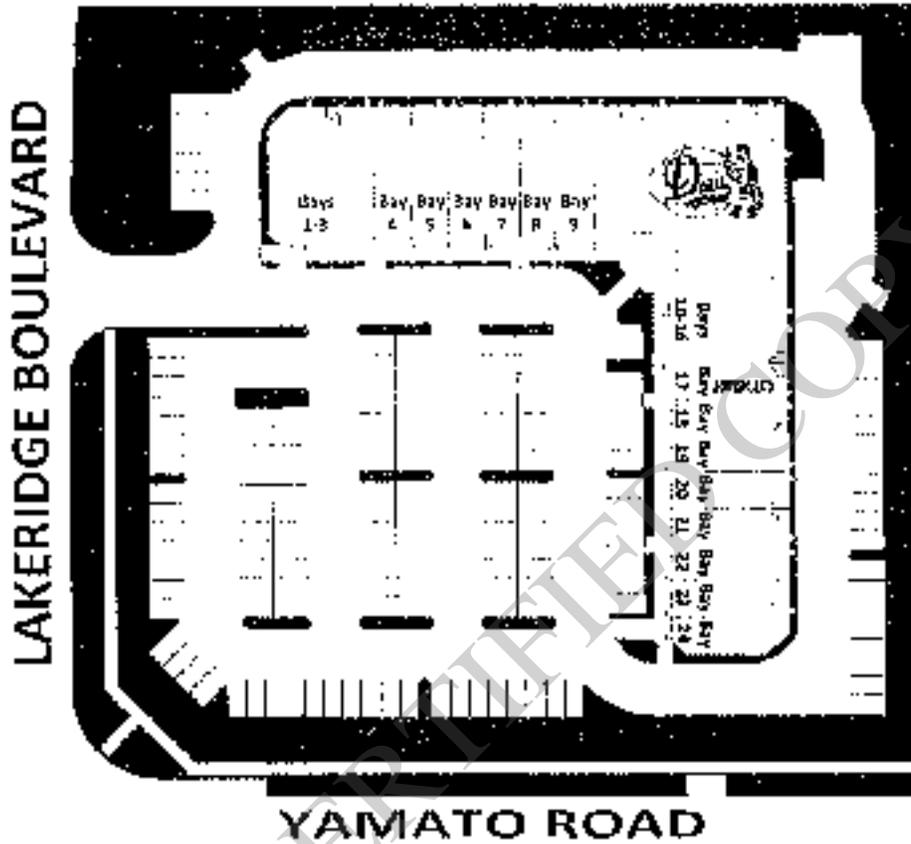
11

NOT A CERTIFIED COPY

Planned Building

Landlord: *[Signature]*
Tenant: *[Signature]*

EXHIBIT "A"
DESCRIPTION OF PREMISES



This Exhibit is solely for the purpose of describing the approximate location of the lot and the block the premises occupy and for no other purpose or purposes. Applicant reserves the right to reference, amend, expand or reduce parking spaces or parking areas, signs, etc., and other services and facilities that may be necessary to the operation of the premises.

Block YVC, LLC
d/b/a Yamato Village Center
9131 Lakeridge Boulevard
Reno, NV, 89516

Real Estate Tax Roll

00 42-47-06 14-001-0000

Tract A of YAMATO VILLAGE CENTER, according to the Plat thereon, as recorded in Plat Book 16, at Page 53, of the Public Records of Washoe County, NV.

YVC Block 142
d/b/a Yamato Village Center
Lakeridge Blvd, Reno NV 89516

Please Initial:

Landlord: 
Tenant: 

EXHIBIT "B"
SIGN CRITERIA

OVERHEAD SIGNS

(criteria in process of being designed - will be provided upon finalization)

SIDEWALK SIGNS

(criteria in process of being designed - will be provided upon finalization)

WINDOW SIGNS

- All window lettering to be white die-cut vinyl letters, maximum ten inches (10") to meet window criteria.
- Paper signs not to be taped to glass, with the exception of grand opening statements, which will be allowed two weeks prior to opening and two weeks after opening.

NOT A CERTIFIED COPY

Please Initial.

Landlord: 
Contract: 

... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

IN WITNESS WHEREOF, the undersigned has hereunto set his signature on the 13th day of October, 2018.

As to Guarantor
 As to Guarantor
 As to Guarantor
 As to Guarantor
 As to Guarantor

GUARANTORS:
 BY: Carlos Mallaga Date 10/13/18
 BY: George Laviado Date 10/13/18
 BY: ... Date 10/13/18

NOT A CERTIFIED COPY

EXHIBIT "D"
TENANT AND INSURANCE INFORMATION

Name: _____

Home Address: _____

Business Phone Number: _____

Home Phone Number: _____

Social Security Number: _____

Corporate Federal T.I.D. Number: _____

SUPPLEMENTARY INSURANCE INFORMATION

CERTIFICATE OF INSURANCE REQUIRED AS PER SECTION 16

- 1) Name of Carrier
- 2) Name and Address of Insured Premises
- 3) Effective date and expiration date
- 4) The Landlord is to be named as an additional insured as follows:

Boon YVC, LLC d/b/a Yamato Village Center

- a) The insurance shall be non-cancelable without ten (10) days written notice to the Landlord.
- b) INSURANCE CERTIFICATE TO BE SUPPLIED WITHIN TEN (10) DAYS OF THE COMMENCEMENT DATE OF LEASE.

YVC Dev. LLC
d/b/a Yamato Village Center
2000 West 20th St
Wichita, KS 67205

Witness Initial:

Landlord: _____

Tenant: J. Bl