

LEASE

THIS LEASE (the "Lease") is made and entered into as of the Commencement Date of this Lease, by and between Landlord and Tenant

WITNESSETH:

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

1. BASIC LEASE INFORMATION AND DEFINED TERMS. The key business terms of this Lease and the defined terms used in this Lease are as follows:

1.1 Landlord. CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida.

1.2 Tenant. RTT-BENNY'S ON THE BEACH, INC., a Florida corporation.

1.3 Tenant's Trade Name. Benny's on the Beach.

1.4 Premises. The Premises is more particularly described as the following which are located on the Pier: Concession building (less the transformer room which is maintained and controlled by the Landlord); restroom; interior dining room; roof top deck; adjacent patio area; west end deck area; takeout service area; and, kitchen/preparation areas.

1.5 Pier. The Pier shall refer to the Lake Worth Municipal Ocean Pier owned by the Landlord, located in the County of Palm Beach, State of Florida, and excludes the Premises for purposes of this Lease. This Lease shall provide solely for the Management of the Pier by the Tenant, but shall not provide for the Tenant to acquire a leasehold interest in the Pier. Management of the Pier is as set forth in Section 15 of this Lease.

1.6 Permitted Use of the Premises. The Premises shall only be used for the following permitted uses: restaurant, incidental retail sales, and bait shop as further detailed in Article 4 of this Lease regarding use of the Premises.

1.7 Commencement Date. The Commencement Date shall be the date this Lease is approved by the City Commission.

1.8 Lease Term. The Lease Term shall be a term commencing on the Commencement Date and continuing for one hundred twenty (120) full calendar months (plus any partial calendar month in which the Commencement Date falls), as extended or sooner terminated under the terms of this Lease. If the Commencement Date falls on a day other than the first day of a month, the first month of the Lease Term shall commence on the first day of the calendar month immediately following the Commencement Date and the pro rata portion of the Rent shall be paid by Tenant for the partial month.

1.9 Rent. The Tenant shall pay twenty thousand dollars and no/100 (\$20,000.00) per month, plus applicable taxes, for the Premises, as more fully set forth herein. Tenant is an existing long term tenant of the Landlord at the current location pursuant to a Lease under which no security deposit is required. No security deposit shall be required under this Lease.

1.10 Tenant's Notice Address. 10 South Ocean Boulevard, Lake Worth, FL 33460 with a copy to The Young Law Firm at P.O. Box 2192, West Palm Beach, FL 33402 or to other such address as the Tenant shall notify the Landlord in writing.

1.11 Landlord's Notice Address. c/o City Manager, City of Lake Worth, 7 North Dixie Highway, Lake Worth, Florida 33460.

1.12 Landlord's Broker. N/A.

1.13 Tenant's Broker. N/A.

1.14 Business Days. All days other than Saturdays, Sundays, or Legal Holidays observed by the Landlord in the conduct of its business.

2. TERM. Tenant shall have and hold the Premises for the Lease Term. Tenant shall observe and perform all of its obligations under this Lease from the Commencement Date.

3. OPTION TO EXTEND LEASE. Provided that Tenant is not currently in default of the Lease, Tenant shall have the following options to extend the Lease Term: a) one initial eight (8) year option to extend the Lease Term ("Initial Extension"), and b) after exercising the Initial Extension, a second, twenty-three (23) month option to extend the Lease Term ("Second Extension"). All options to extend the Lease Term shall be effective provided that Tenant shall provide written notice to Landlord of its election to extend the Lease Term at least six (6), but not more than eighteen (18) months, prior to the expiration of the Initial or Second Extension of the Lease Term, with time being of the essence as to this notification period. Landlord shall have no obligation to notify Tenant hereafter of the required notification date to extend the Lease Term and Tenant shall be deemed to have waived its extension option(s) in the event Tenant fails to notify Landlord in writing by the required notification date. All terms and conditions of the Lease shall remain unchanged and in full force and effect upon Tenant's extension of the Lease Term; however, Rent for both the Initial and Second Extension of the Lease Term shall be negotiated and agreed to in writing by the parties prior to the commencement of the Initial Extension. The Rent negotiated for the Initial Extension shall also be the Rent amount for the Second Extension. The Rent demanded by Landlord for the Initial Extension shall not exceed an amount consistent with the rent for similar restaurant operations in similar locations located in Florida but shall take into consideration that the Rent will remain in effect for both the Initial and Second Extensions of the Lease Term.

4. USE.

4.1 Permitted Use - Restaurant. Tenant shall continuously use and occupy the Premises only for the use of the restaurant and incidental retail sales ("Permitted Use"), in keeping with the historical standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. Tenant shall conduct its business in the Premises solely under Tenant's Trade Name, Benny's on the Beach. The provisions of this article are in the nature of restrictive covenants running with the land. Tenant shall warehouse, store, and stock in the Premises only goods, wares, and merchandise that Tenant intends to offer for sale at, in, from, or upon the Premises.

4.2 No Offensive or Illegal Use. No use of the Premises during the Lease Term or extension thereof shall be offensive to the public by reason of odor, fumes, noise, or traffic; no illegal activity shall be conducted on the Premises by Tenant or by anyone claiming the right to use the Premises by or through Tenant; and no activities on the Premises shall be permitted by Tenant, or by anyone claiming the right to use the Premises by or through Tenant, which are, in the sole discretion of Landlord, immoral or lewd or capable of subjecting the Premises to an unfavorable reputation or reducing the sale or rental value of the Premises.

4.3 Conduct of Business. Throughout the Lease Term, Tenant shall actively conduct its restaurant business upon at least the Minimum Business Hours of 10:00am to 5:00pm, Monday through Saturday, and 12:00pm to 5:00pm on Sunday. Tenant shall be permitted to conduct its restaurant business during the same hours as the Pier operations. The Tenant shall be permitted to operate under a full liquor license within the Premises so long as it has the applicable state license. Interruption of Tenant's business because of any act of war, strike, fire, the elements, governmental action, or other cause beyond the reasonable control of the Tenant shall not constitute a default under this article, but no interruption of business shall affect the Tenant's responsibility to pay any form of rent due under this Lease except as specifically provided in section 15.6 regarding closure of the Pier. Tenant shall keep the Premises fully staffed with experienced personnel.

4.4 RENT. Tenant shall pay Rent (which includes applicable taxes) to Landlord in lawful United States currency. All Rent shall be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term and any extension thereof. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Rent, shall be denominated as Additional Rent. Except as otherwise provided, Additional Rent payments are due ten days after delivery of an invoice. Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord shall designate in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease. Tenant shall also be responsible for Real Estate Taxes apportioned to the Premises. The term "**Real Estate Taxes**" shall mean the

total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority, including real and personal property taxes, transit and other special district taxes, franchise taxes, and solid waste assessments that are assessed, levied, or in any manner imposed on the Premises. Real Estate Taxes are paid annually.

5. ASSIGNMENT OR SUBLETTING.

5.1 General. Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution or operation of law, without Landlord's prior written consent which shall not be unreasonably withheld. Tenant may not sublease, assign, mortgage or encumber the property. Any transfer by Tenant in violation of this article shall, at Landlord's option, be void. Tenant shall submit in writing to Landlord, not later than 30 days before any anticipated transfer, (a) the name and address of the proposed transferee, (b) a duly executed counterpart of the proposed transfer agreement, (c) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the space, and (d) banking, financial, or other credit information relating to the proposed transferee reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed transferee.

5.2 Consent Criteria. Notwithstanding the foregoing, Landlord's consent to a transfer may be withheld in Landlord's sole and absolute discretion, to any party who: (a) does not have the financial wherewithal to discharge its obligations under the Lease, (b) if Lessee is in default under this Lease beyond applicable notice and cure periods, or (c) the transferee has been disbarred, suspended or rendered ineligible to enter into contracts with Landlord, County of Palm Beach, or any other municipal, state or federal entity. In the event Landlord withholds consent to any transfer contrary to the provisions of this article, Tenant's sole remedy will be to seek injunctive relief against or specific performance by Landlord.

6. INSURANCE.

6.1 Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages:

6.1.1. Commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form with combined single limits of \$1 million per occurrence / \$2 million aggregate; property insurance on the ISO causes of loss-special form, in an amount adequate to cover 100% of the replacement costs of all of Tenant's property at the Premises; and, fire legal liability in the amount of at least \$300,000 (which may be part of the GL policy).

6.1.2. Workers' compensation insurance; and,

6.1.3 Liquor liability insurance in the amount of \$1 million.

In addition, plate glass insurance with a deductible of not more than \$250 – is encouraged, but is not required. The commercial general liability insurance shall be primary and non-contributing to any insurance otherwise available to Landlord and shall not have any deductibles. Tenant shall comply with all requirements of the Board of Fire Underwriters of Florida any other similar body affecting the Premises and shall not use the Premises in a manner that shall increase the rate of fire insurance or other insurance of Landlord over that in effect during the year before the Commencement Date. Tenants insurance shall cover all property located within the Premises. The Landlord reserves the right to reasonably require additional insurance or modify the required insurance of the Tenant under the Lease. The City Manager or his or her designee is authorized to make such modification to the insurance requirements with such modification made by written notice to the Tenant.

6.2 Insurance Requirements. All Tenant's insurance policies shall be written with insurance companies and shall have coverage limits acceptable to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability insurance policy shall name Landlord and Landlord's managing agent (if any) as additional insureds. All policies shall provide that they may not be terminated or modified in any way that would materially decrease the protection afforded Landlord under this Lease without 30 days' advance notice to Landlord. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for Commercial General Liability and the 2003 edition of ACORD 28 for Property, with copies of declaration pages for each required policy). Coverage amounts for the commercial general liability insurance may be increased after commencement of the fifth full year of the Lease Term, if Landlord shall reasonably determine that an increase is necessary for adequate protection.

6.3 Waiver of Subrogation. Landlord and Tenant each expressly, knowingly, and voluntarily waive and release any claims that they may have against the other or the other's employees, agents, or contractors as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), to the extent any such claims are covered by the worker's compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease, or other property insurance that either party may carry at the time of an occurrence. Landlord and Tenant shall each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Premises and the property located in the Premises. This section shall control over any other provisions of the Lease in conflict with it and shall survive the expiration or sooner termination of this Lease.

7. DEFAULT.

7.1 Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent or Additional Rent when due ("**Monetary Default**"); (b) Tenant fails to perform any other obligation under this Lease); (c) Tenant violates any requirement under the Use article of this Lease; (d) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant or any Guarantor; surety; (e) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (f) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (g) Tenant ceases to conduct business in the Premises for a period of 15 consecutive days, unless such cessation is authorized under other provisions of this Lease, or of court, or request of the Landlord; (h) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises; (i) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (j) Tenant transfers this Lease in violation of the Assignment or Subletting article; or (k) Tenant fails to deliver an estoppel certificate within the time period required by the Estoppel Certificates article of this Lease.

7.2 Remedies. If Tenant's default is other than a Monetary Default, Landlord shall deliver to Tenant a Notice of Default, providing that the Tenant shall have thirty (30) days to cure said default. If Tenant's default is a Monetary Default, Landlord shall deliver to Tenant a Notice of Default, providing that Tenant shall have ten (10) days to cure said default. If Tenant remains in material default after thirty (30) days have expired, or ten (10) days for a Monetary Default, in addition to all remedies provided by law, Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). In addition, Landlord may institute a distress for rent action and obtain a distress writ under Sections 83.11 through 83.19, Florida Statutes. If this Lease is rejected in any bankruptcy proceeding, Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated. **TENANT EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES (I) ALL CONSTITUTIONAL, STATUTORY, OR COMMON LAW BONDING REQUIREMENTS, INCLUDING THE REQUIREMENT UNDER SECTION 83.12, FLORIDA STATUTES, THAT LANDLORD FILE A BOND, IT BEING THE INTENTION OF THE PARTIES THAT NO BOND SHALL BE REQUIRED TO BE FILED BY LANDLORD IN ANY DISTRESS ACTION; AND (II) THE RIGHT UNDER SECTION 83.14, FLORIDA STATUTES, TO REPLEVY DISTRAINED PROPERTY.**

7.3 Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord within five days of rendition of a bill or statement to Tenant therefor.

7.4 Late Charges, Interest, and Bad Checks. If any payment due Landlord shall not be paid within five days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payments, or (b) \$250. All payments due Landlord shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by

Section 68.065, Florida Statutes. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank or by Federal Reserve wire transfer to Landlord's account.

7.5 Limitations. None of Landlord's officers, employees, agents, directors, shareholders, partners, members, managers, or affiliates shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights (other than Article 24, End of Term) to consequential damages, lost profits, punitive damages, or special damages of any kind.

7.6 Security Interest. Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings and other articles of personal property, and all proceeds of the sale or other disposition of such property (collectively, the "Collateral") to secure the payment of all Rent or Additional Rent to be paid by Tenant pursuant to this Lease. Such lien and security interest shall be in addition to any landlord's lien provided by law. This Lease shall constitute a security agreement under the Uniform Commercial Code, so that Landlord shall have and may enforce a security interest in the Collateral. Tenant authorizes Landlord to file a financing statement or statements and any further documents as Landlord may now or hereafter reasonably require to protect such security interest under such Code. Landlord, as secured party, shall be entitled to all rights and remedies afforded a secured party under such Code, which rights and remedies shall be in addition to Landlord's liens and rights provided by law or by the other terms and provisions of this Lease.

8. ALTERATIONS. "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made prior to Tenant's occupancy of the Premises. Tenant shall make no Alterations which affect utility services or plumbing and electrical lines or fire suppression or other systems of the Premises that are exterior to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion ("Material Alterations"). Tenant may make non-Material Alterations with Landlord's prior consent which consent shall not be unreasonably withheld. All Alterations shall be performed in accordance with Landlord's Tenant Alterations Rules and Requirements attached to this Lease as Exhibit "B" and incorporated herein. Before alterations commence, the general contractor shall obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes, as amended from time to time. In addition, a copy of the bond, the contractor's license(s) to do business in the jurisdiction(s) in which the Premises are located, the fully executed contract between Tenant and the general contractor, the general contractor's work schedule, list of all subcontractors, and all building or other governmental permits required for the Alterations shall be delivered to Landlord before commencement of the Alterations. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements in order to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation insurance as required by law, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), and commercial general liability insurance written on an occurrence basis with minimum limits of \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit; which coverage limits may be effected with umbrella coverage (including contractual liability, broad form property damage and contractor's protective liability coverage).

9. LIENS. The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for Alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the Lease" under applicable Florida case law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims

arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens.

10. ACCESS TO PREMISES. Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter and inspect the Premises, to make repairs and alterations Landlord deems necessary, and in the last nine months of the Lease Term to exhibit the Premises to prospective tenants, with reasonable prior notice, except in cases of emergency. Landlord shall provide Tenant with twenty four (24) hours' notice of its intent to enter and inspect unless except in the case of emergency, in which event no notice shall be required.

11. COMMON AREAS. The "Common Areas" shall be those areas used by all tenants of the Landlord upon the public property at the Lake Worth Beach ("Project"). The Common Areas shall include such areas and facilities as delivery facilities, walkways, landscaped and planted areas, and parking facilities and are those areas designated by Landlord for the general use in common of occupants of the Project, including Tenant. Landlord shall provide Common Area restrooms and supplies. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas. Landlord may increase, reduce, improve, or otherwise alter the Common Areas, otherwise make improvements, alterations, or additions to the Project, and change the name or number by which the Project is known. Landlord may also temporarily close the Common Areas to make repairs or improvements. In addition, Landlord may temporarily close the Common Areas and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, for pest extermination, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for entertainment, carnival type shows, rides, outdoor shows, displays, automobile and other product shows, the leasing of kiosks, or other uses that in Landlord's judgment tend to attract the public. Further, the Landlord reserves the right to utilize the lighting standards and other areas of the parking areas for advertising purposes and holiday decorations. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Project.

12. CASUALTY DAMAGE. If the Premises and/or the Pier are damaged by acts beyond the control of the Tenant and Landlord, the Landlord shall restore, repair and/or reconstruct the Premises and/or the Pier if sufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or Pier to substantially the same condition they were in immediately before the happening of the damage but only to the extent of Landlord's obligations as set forth in Article 14 herein on the Commencement Date for the Premises. If insufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or the Pier, the Landlord may budget and appropriate funds to reconstruct, restore or repair the Premises and/or the Pier to substantially the same condition they were in immediately before the happening of the casualty but only to the extent of Landlord's obligations as set forth in Article 14 herein on the Commencement Date for the Premises. If the Landlord, in its sole discretion, declines to budget and appropriate funds to reconstruct, restore or repair the Premises and/or the Pier or if insufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or the Pier, the Landlord may, within 90 days after the damage, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the tenth day after the notice is delivered. If Landlord terminates the Lease under this Article 12 and thereafter reconstructs, restores or repairs the Premises within five (5) years of the damage to substantially the same condition or a better condition that they were in immediately before the happening of the damage and the total term of this Lease (including all extension options) has not expired, this Lease shall be reestablished at Tenant's written request for the balance of the term of this Lease (including all extension options) plus an extension of the term for the time it took to reconstruct, restore or repair the Premises up to an additional five (5) years. The Tenant's written request to reestablish this Lease must be received by the Landlord no later than ninety (90) days after substantial completion of the reconstruction, restoration or repairs of the Premises. "Net insurance proceeds" as used herein means that amount of funds delivered to the Landlord under any of its insurance policies (if any) for casualty damage to the Premises and/or the Pier after payment of all applicable deductibles and other related fees and charges. In determining whether sufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or Pier, the cost, if any, to comply with newer building codes and regulations shall be included.

13. CONDEMNATION. If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Project is taken, at Landlord's option, this Lease shall terminate on the date on which possession of such portion of the Project is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price. Notwithstanding the foregoing, if the condemning authority is the Landlord or any agency acting on behalf of Landlord, the Tenant shall be entitled to business damages for the remainder of the Lease.

14. REPAIR, MAINTENANCE AND OPERATIONS.

14.1 Landlord's Obligations. The Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, only the roof, the outside walls (excluding storefronts), the structural portions of the Premises (exclusive of structural elements constructed by Tenant), and the portions of the electrical and plumbing systems servicing the Premises which are located outside the exterior boundaries of the building located on the Premises. However, unless the Waiver of Subrogation section of this Lease applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of Tenant, its employees, agents, or contractors. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs.

14.2 Tenant's Obligations. Except to the extent Landlord is obligated to repair and maintain the Premises as provided in the Landlord's Obligations section of this article, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, storefronts, ceilings, and floors in the Premises and electrical, plumbing (including grease traps), mechanical, fire protection, life safety, sprinklers, and HVAC systems servicing the Premises exclusively), in a clean, attractive, first-class condition. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Tenant shall enter into and maintain an annual maintenance contract with an air conditioning service firm.

14.3 Replacement of Improvements. At any time during the Lease Term after the tenth anniversary of the Commencement Date, and thereafter at any time after the tenth anniversary of the completion of any replacements of improvements under this section, if Landlord determines, in Landlord's sole reasonable discretion, that any leasehold improvements made to the Premises by Landlord or Tenant, as a result of wear, normal depreciation, or any other cause are of a quality which in Landlord's reasonable judgment is not consistent with the level of quality of, or generally prevailing within, the Project, Tenant will cause those improvements to be replaced. Any such worn or depreciated improvements will be replaced with materials and workmanship of a quality at least equal to the original installation for which replacement is made.

14.4 Food Services. If Tenant's operations include the services and/or preparation of food and/or beverages, Tenant shall comply with all Health Department and other governmental rules and regulations applicable to Tenant's operations in the Premises and shall promptly (a) furnish or cause to be furnished to Landlord copies of all Health Department and other governmental reports, notices, and citations issued with respect to the Premises, and (b) immediately cure or otherwise eliminate all deficiencies and violations noted by the Health Department and other governmental authorities. Tenant shall sanitize the dumpster designated for its use by Landlord and the area surrounding the dumpster on a regular basis, but no less than once a week. If Tenant does not properly dispose of its refuse, Landlord may have the area cleaned and Tenant shall pay all cleaning charges incurred by Landlord, plus an administrative fee equal to the greater of \$50.00 or 20% of the cleaning charges.

14.5 Grease Traps. Tenant shall install, maintain, repair, and replace all grease traps and other equipment necessary to maintain the restaurant in a clean and sanitary manner and free from insects, rodents, vermin, and other pests. No discharge of grease or grease laden water or other materials or food stuffs shall be introduced by Tenant into the waste water disposal or drainage systems serving the Project, Premises or Pier, but if a discharge should occur, in addition to all other rights and remedies under this Lease, Tenant shall be responsible for all costs and expenses (including any fines or penalties imposed by governmental authorities) which Landlord may incur.

14.6 Exhaust Equipment. Tenant shall maintain all exhausts, filtering or other devices (the "Exhaust Equipment") so as to prevent odors from emanating from the Premises. Tenant shall continuously operate the Exhaust Equipment during all hours of operation of Tenant's business in the Premises, and shall maintain and repair (or if necessary, replace) the Exhaust Equipment in good working order at all times at Tenant's sole cost. In the event Landlord notifies Tenant in writing that odors are emanating from the Premises, Tenant shall, within three days after notice from Landlord, commence in good faith to install such other reasonable control devices or procedures, at Tenant's cost and expense, as is reasonably required to eliminate such odors within a reasonable time, not to exceed seven days. If Tenant fails to take such action, Landlord may, at its sole discretion (i) cure such failure at Tenant's cost and expense, or (ii) treat such failure to eliminate such odors as a default under this Lease.

14.7 Dumpster. Tenant shall provide a dumpster and make arrangements for daily pick up. Tenant shall keep the dumpster area and other equipment washing and cleaning area in a clean and sanitary condition.

15. PIER.

15.1 Hours: The Tenant shall be permitted to conduct its Pier operations every day from 6:00am to 12:00am (November 1st – April 30th); and every day from 6:00am to 10pm during turtle season (from May 1st – October 31st), unless more further restricted by the Sea Turtle Protection and Sand Preservation regulations in the Palm Beach County ULDC. The hours may also be restricted by the Pier Master as set forth in subsection 15.3 below.

15.2 Maintenance: Tenant shall maintain the Pier and service areas adjacent to the Premises in good repair and in a good, clean, attractive, first-class condition and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises. Tenant shall be responsible for placing all its trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground adjacent to the dumpsters or trash bins. If Tenant does not properly dispose of its trash and garbage, Landlord may have the area cleaned in which event Tenant upon Landlord's demand shall pay all charges incurred by Landlord therefor, plus an administrative charge equal to the greater of \$50 or 20% of the charges incurred by Landlord. These charges shall be considered additional rent and shall be paid to Landlord upon presentation of a bill therefor.

15.3 Pier Master: Tenant shall engage a Pier Master who shall be present at all times when the Pier is open to the public. The Pier Master shall be responsible for the managing of the Pier and advising persons thereon, when necessary, of applicable rules, regulations, and ordinances pertaining to the use of said Pier. The Pier Master shall have the authority to open and close the Pier to the public based upon a threat to public safety including, but not limited to, weather related occurrences. Additional Rules and Regulations are appended hereto as Exhibit "A". The Rules and Regulations in Exhibit "A" may be amended by agreement of the Tenant and the City Manager, the City Manager being specifically granted by the Landlord to be its agent for modifications to the Rules and Regulations set forth on Exhibit A. However, changes to Exhibit A shall not affect any of the Landlord's rights under this Lease.

15.4 Entrance Fees: The Tenant shall be entitled to collect entrance fees from the public which shall operate as a management fee to the Tenant. The entrance fee rates shall be set by the Landlord, subject to the provisions of Exhibit "A".

15.5 Repair/Reconstruction: In the event that Landlord, and its Agents, shall require access to the Pier for purposes of maintenance or reconstruction, the following shall apply: (a) Landlord shall have the right to remove any canopies over the Adjacent Patio Area; (b) Landlord shall have the right to place a construction crane on the Pier through the Adjacent Patio Area. The crane shall remain on the Pier unless a Small Craft Advisory, Tropical Storm Watch, Hurricane Watch or other occurrence that creates a hazardous marine condition is issued necessitating the movement of the crane; (c) the Landlord and its Agents shall have access to the Adjacent Patio Area for the movement of construction supplies and equipment to the Pier, the Landlord shall notify the Lessee in advance the hours needed for access through the Adjacent Patio Area, preferably the afternoon prior to the next day's activities; (d) the Landlord and its Agents' work shall be perpetual with no significant intentional delay or stoppage as weather permits; (e) the temporary easements and powers shall last as long as reasonably needed to complete the needed Pier repairs or re-constructions; (f) after the completion of the repairs or re-constructions, the Landlord shall promptly restore the canopies, if any, over the Adjacent Patio Area and restore the Premises to its original condition before the repairs or re-constructions were done. All work shall be done in a good and workmanlike manner in compliance with all laws, rules, regulations and orders. Any damage to the Premises during the repairs or re-constructions shall be repaired promptly, without delay and prior to any further work being performed on the Pier. Tenant's Rent for the Premises shall be abated during the reconstruction based upon the monthly percentage of the Premises' square feet needed by the Landlord for Pier repair access (if any) in relations to the Premises' total leased square footage.

15.6 Pier Closure: Notwithstanding anything to the contrary in this Lease, in the event that the Pier is closed for more than 10 (ten) consecutive days for reasons not within the Tenant's control, the Tenant shall be entitled to a reduction in Rent of \$300.00 per day for the number of days that the Pier is closed beyond the 10 (ten) consecutive days. The aforementioned reduction in rent shall terminate at midnight the day before the Pier re-opens.

16. ESTOPPEL CERTIFICATES. From time to time, Tenant, on not less than five days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to Landlord and any mortgagee or prospective mortgagee or purchaser of the Project, Premises or Pier. Tenant shall indemnify, defend, and hold Landlord harmless from all damages resulting from Tenant's failure to comply strictly with its obligations under this article.

17. SUBORDINATION. This Lease is and shall be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Premises and/or the Pier, and to all renewals, modifications, consolidations, replacements, and extensions of the leases and mortgages. This article shall be self-operative and no further instrument of subordination shall be

necessary. However, in confirmation of this subordination, Tenant shall execute promptly any certificate that Landlord may request. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease.

18. INDEMNIFICATION. The Tenant shall indemnify and hold harmless the Landlord, including its officials, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Tenant, its officers, directors, employees, representatives and agents including, without limitation, those representatives and agents employed or utilized by the Tenant, which relates to or arises out of this Lease. The Tenant shall not be responsible for indemnifying or holding harmless that Landlord, its officials, employees and agents for the Landlord's own negligence or the negligence of the Landlord's officials, employees and agents. The Landlord agrees to be responsible for its own negligence. Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against either the Tenant or Landlord, nor shall this Lease be construed as a waiver of sovereign immunity for the Landlord beyond the waiver provided in section 768.28, Florida Statutes. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease and shall not be deemed a waiver of any rights of sovereign immunity that Landlord may have under applicable law. Either party's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party's obligations under this Indemnification article.

19. NO WAIVER. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then existing default by Tenant or of the right of Landlord to enforce the payment of any other Rent reserved in this Lease or to pursue eviction or any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article modify the common law rules of waiver and estoppel and the provisions of any statute which might dictate a contrary result.

20. SERVICES AND UTILITIES.

20.1 Services Furnished. Landlord shall have no obligation to provide any utilities or services to the Premises. Tenant shall be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters for the Premises. Tenant shall contract directly with the local utility providers for such services. Tenant shall be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises, and for interior janitorial, pest control, and waste removal services. Landlord may at any time change the electrical utility provider for the Premises. Tenant's use of electrical and heating, water, ventilating, and air conditioning services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Premises, and, if required by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usage, including separate submetering, shall be paid by Tenant as additional rent. Tenant may be required, upon request of Landlord, to provide Tenant's energy consumption data to Landlord in reasonable format required by Landlord.

20.2 Interruption of Services. In no event shall Landlord be liable for damages resulting from the failure to furnish HVAC, water, electric, or other service, unless caused by the negligence or intentional acts of Landlord, and any interruption or failure shall in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease.

21. SECURITY DEPOSIT. Intentionally Deleted.

22. GOVERNMENTAL REGULATIONS. Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities pertaining to Tenant or its use of the Premises, management of the Pier and/or activities on or about the Project, including the Americans with Disabilities Act of 1990 (“ADA”) and all applicable environmental laws. The Tenant shall be responsible for compliance with provisions of the ADA within the Premises; the Landlord being responsible for compliance with the ADA on the Pier and all areas within the Project. If Tenant’s operations require the ongoing use of hazardous or toxic substances, then Tenant shall supply Landlord with copies of reports and any other monitoring information required by applicable laws. Tenant agrees to pay, and shall indemnify defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this article, and as a result of any contamination of the Premises and/or the Pier because of Tenant’s use of hazardous or toxic substances on the Premises and/or the Pier. Tenant shall obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, shall release Tenant from the performance and observance of Tenant’s obligations under this Lease.

23. SIGNS.

23.1 Landlord’s Consent Required. Tenant will not place or permit to be placed or maintained on any portion of the Premises and/or the Pier, including on any exterior door, wall, or window of the Premises, or within the interior of the Premises, if visible from the exterior of the Premises, any signage or advertising matter of any kind, except as is currently existing, without first obtaining Landlord’s written approval and consent, which will not be unreasonably withheld. All signage shall comply with applicable governmental regulations and restrictions affecting the Premises and/or Pier.

23.2 Exterior Alterations. Any signs or other exterior Alterations, including awnings, canopies, decorations, lettering, advertising matters, or other things as may be approved by Landlord shall be maintained by Tenant in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the Premises and/or Pier. Upon the expiration or sooner termination of this Lease, if Landlord shall so elect, Tenant at its own expense shall remove all signs and restore the exterior of Premises and/or the Pier to its original condition. This obligation of Tenant shall survive the expiration or sooner termination of this Lease.

24. BROKER. Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

25. END OF TERM/HOLDOVER. Tenant shall surrender the Premises and Pier to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom-clean, except for reasonable wear and tear. Tenant shall be liable to Landlord for all damages, including any consequential damages and holdover rent in accordance with state law, that Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify, defend, and save Landlord harmless against all costs, claims, loss, or liability resulting from delay by Tenant in so surrendering the Premises and Pier, including any claims made by any succeeding tenant founded on any delay. All Alterations made by Landlord or Tenant to the Premises and/or the Pier shall become Landlord’s property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises and/or Pier all of Tenant’s personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises and/or Pier caused by the removal. Any items of Tenant’s property that shall remain in the Premises and/or Pier after the expiration or sooner termination of the Lease Term, may, at the option of Landlord, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant’s expense. “**Tenant’s Property**” shall mean all moveable personal property, machinery, furniture, and equipment, including moveable trade fixtures, that are installed in the Premises and/or Pier by or for the account of Tenant without expense to Landlord and that can be removed without damage to the Premises and/or the Pier.

26. ATTORNEYS’ FEES. The prevailing party in any litigation arising out of or in any manner relating to this Lease between the Landlord and Tenant, including the declaration of any rights or obligations under this Lease, shall be entitled to recover from the losing party reasonable attorneys’ fees and costs. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant’s interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys’ fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant. Notwithstanding the

foregoing, Tenant shall not owe Landlord for any costs, expenses or attorneys' fee and disbursements for litigation or actions brought by a third party against the Landlord which arises out of Landlord's ownership of the Pier and which does not arise out of or in any manner relate to this Lease or the Tenant's obligations hereunder.

27. NOTICES. Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by facsimile, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

28. IMPOSSIBILITY OF PERFORMANCE. For purposes of this Lease, the term "**Unavoidable Delay**" shall mean any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this article shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises or Pier at the end of the Lease Term, and shall not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

29. FINANCIAL REPORTING. Within 15 days after a request from Landlord, Tenant shall furnish to Landlord a balance sheet of Tenant as of the end of the most recently ended fiscal year of Tenant and a statement of income and expense for the year then ended, together with a certificate of the chief financial officer of Tenant to the effect that the financial statements have been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Tenant as of and for the period covered.

30. ADVERTISING.

30.1 Advertised Name and Address. Tenant shall not use the name of the Lake Worth Municipal Ocean Pier for any purpose other than as the address of the business to be conducted by Tenant in the Premises and/or Pier and Tenant shall not acquire any property right in or to any name which contains the name of the Pier as a part of the name. Tenant shall not use the name of Landlord in any advertisement or otherwise. Tenant shall use in its advertising and promotional activities for its business in the Premises such references to the name of the Pier and such identifying lettering, logos, marks, or symbols referring to the Pier as Landlord shall specify from time to time. Notwithstanding the foregoing, Landlord shall have the right to prohibit the use by Tenant of the name, marks, and symbols of the Pier in any manner determined to be unacceptable to Landlord in its sole discretion.

30.2 Trademark License. During the Lease Term, Tenant grants Landlord a non-exclusive and royalty-free license and limited right to use Tenant's trade names, trademarks, logos, and designs in the printing, publication, and distribution of promotional newsletters, advertisements, marketing brochures, and other materials (the "**Marketing Materials**") by Landlord and related entities.

31. MOLD. Tenant is advised that mold and/or other microscopic organisms ("**Mold Conditions**") are prevalent in Florida's humid climate and locations, especially in proximity to bodies of water. Mold Conditions may cause allergic reactions, respiratory reactions or other problems, particularly in persons with immune system problems, young children and elderly persons. Tenant acknowledges that it is fully responsible to maintain the proper operation of the HVAC system in the Premises at all times during the Lease Term to inhibit Mold Conditions. Tenant shall ensure property maintenance of the Premises and Pier to limit the accumulation of water and excessive moisture inside the Premises and on the Pier. Tenant shall notify Landlord immediately of any water intrusion conditions arising within the Premises or excessive water intrusion conditions on the Pier. TENANT ACKNOWLEDGES THE FOREGOING, AND AGREES TO ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL RISKS RELATED TO MOLD CONDITIONS IN THE PREMISES AND PIER. TENANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY LANDLORD, LANDLORD'S OFFICERS, AGENTS, EMPLOYEES, AND SUCCESSORS FROM ANY AND ALL LIABILITY OR DAMAGES, WHETHER FINANCIAL OR OTHERWISE, ARISING FROM OR RELATED TO MOLD CONDITIONS IN THE PREMISES AND ON THE PIER.

32. GENERAL PROVISIONS.

32.1 Construction Principles. The words “including” and “include” and similar words will not be construed restrictively to limit or exclude other items not listed. This Lease has been negotiated “at arm’s-length” by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Lease. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. This Lease shall constitute the entire agreement of the parties concerning the matters covered by this Lease. All prior understandings and agreements had between the parties concerning those matters, including all preliminary negotiations, lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses the understanding of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease.

32.2 No Representations by Landlord. Neither Landlord nor Landlord’s agents have made any representations or promises concerning the physical condition of the Pier or the Premises, Tenant’s ability to use the Premises or the Pier for the uses permitted under this Lease, the area of the Premises or Pier or the manner of calculating such area, anticipated Operating Costs, or any other matter affecting or relating to the Premises or Pier, except as expressly set forth in this Lease and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.

32.3 Radon Gas. The following notification is provided under Section 404.056(6), Florida Statutes: “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.”

32.4 JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY NON-COMPULSORY COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

32.5 SDN COMPLIANCE. Tenant hereby represents, warrants and certifies that neither (i) Tenant, nor (ii) any of persons or entities that control or are controlled by Tenant (each a “**Tenant Party**”), has been, is currently, or at any time in the future shall be listed on the Specially Designated National list (“**SDN List**”) maintained by the United States Department of the Treasury Office of Foreign Assets Control (“**OFAC**”). At its option, Landlord shall have the right to immediately terminate this Lease if any Tenant Party becomes listed on the SDN List.

32.7 VENUE/CHOICE OF LAW: Any action brought under this action shall be brought in Palm Beach County, Florida. The choice of law shall be the laws of the State of Florida.

32.8 PUBLIC ENTITY CRIMES. Tenant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Tenant will advise the Landlord promptly if it becomes aware of any violation of this statute.

32.9 PREPARATION. This Lease shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

32.10 PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Tenant acknowledges that this Lease may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Tenant

is advised to review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance.

32.11 TIME OF ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

33.12 NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

32.13 INCORPORATION BY REFERENCE. Exhibits attached hereto and/or referenced herein shall be deemed to be incorporated into this Lease by reference.

32.14 EFFECTIVENESS. This Lease is expressly contingent upon the approval of the Landlord's City Commission and shall become effective only when signed by all parties and approved by the Landlord's City Commission. Except where specifically authorized in this Lease, all modifications to this Lease require approval of the Landlord's City Commission.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANKSIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Commencement Date of this Lease.

WITNESSES:

[Signature]
Signature of Witness 1

Deborah M. Andrea
Print or type name of Witness 1

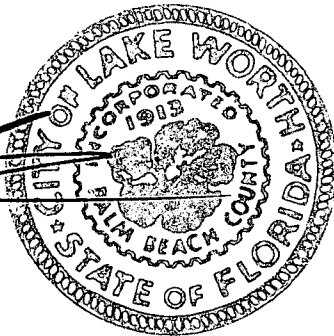
[Signature]
Signature of Witness 2

Pamela J. Lopez
Print or type name of Witness 2

ATTESTS:

By: [Signature]
Pamela J. Lopez, City Clerk

By: [Signature]
Michael Bornstein, City Manager



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] FOR
Glen J. Torcivia, City Attorney

[Signature]
Signature of Witness 1

JUAN RUIZ
Print or type name of Witness 1

[Signature]
Signature of Witness 2

BRAD LUKAS
Print or type name of Witness 2

LANDLORD:

CITY OF LAKE WORTH,
a municipal corporation under the laws of the State of Florida

By: [Signature]
Name: Pam Triolo
Title: Mayor

Date Executed: 2/11/13

TENANT:

RTT-BENNY'S ON THE BEACH, INC.
a Florida corporation

By: [Signature]
Name: Peter Thanopoulos
Title: Owner

[CORPORATE SEAL]

Date Executed: 1/30/2013

EXHIBIT "A"

RULES FOR OPERATION OF THE PIER

A. RULES AND REGULATIONS

Notwithstanding any provisions to the contrary, the following shall control the operations of the Pier.

1. The Landlord is responsible for the replacement of wood boards and wood railings on the Pier in case of damage.
2. Tenant agrees to pressure wash the Pier once a quarter and maintain the Pier clear of debris and litter.
3. The Landlord will provide Benny's with appropriate trash can and recycling receptacles for the Pier.
4. Landlord agrees to install additional signage regarding Shark Fishing not being permitted from the Pier. All sharks hooked on the Pier must be water released and not brought onto the Pier.
5. Tenant agrees to maintain a professional staff to oversee the Pier operation and to conduct business with the daily public for all posted hours of operation. Tenant agrees to contact Landlord if circumstances prevent Tenant from staffing the Pier for any period of time.
6. Tenant agrees to design and operate a website dedicated to the Pier with calendar of events, fishing report and other applicable promotional information to inform the public of activities taking place on the Pier.
7. Tenant agrees to cover the cost of Refuse Service for their share of usage at the Pier, which shall be an amount to be determined by Public Services and the calculations provided to Tenant for verification.
8. Rates for general access to the Pier shall be set by the Landlord, but shall not be less than the rates advertised on the date of this Lease without the written approval of Tenant.
9. Any monetary sums collected by the Tenant for parking upon the Landlord's parking lots, including, without limitation, the lot at the Project ("Parking Pass"), shall be transmitted monthly to the Landlord. A Parking Pass is defined as only those parking amounts collected from individuals for self-parking. This shall not apply if the Tenant has a valid valet parking arrangement with the Landlord for parking at the Premises.
10. Tenant agrees to abide by and assist in the enforcement of the regulations and restrictions set forth in the Code of Ordinances of the City of Lake Worth for the Pier. Violations of the regulations and restrictions set forth in the Code of Ordinances of the City of Lake Worth for the Pier shall be promptly brought to the attention of the Landlord for further enforcement purposes.

B. CITY ACCESS

The Landlord may access the Pier for special events upon thirty (30) days' notice to the Tenant. The Landlord shall be responsible any additional security necessitated by the special event. The Landlord and Tenant shall enter into an event plan to coordinate the Landlord's occupancy of the Pier, including provisions for waste, additional restroom facilities, kiosks and other special provisions. For purposes of Landlord coordinated events on the Pier pursuant to this section, the Landlord shall retain the right to use a food and beverage provider of the of the Landlord's choosing to provide their event food and beverage services; provided however, that the Landlord shall not permit a food and beverage provider selling for commercial gain. This restriction does not apply to events taking place off the Pier for which the Landlord may utilize food and beverage vendors of the Landlord's choosing.

EXHIBIT "B"

TENANT ALTERATION REQUIREMENTS

A. Requirements Prior to Commencement of Any Work in the Premises:

1. Two (2) copies of Tenant's general contractor's or any subcontractor, as may apply, liability insurance naming Landlord and its managing agent as additional insureds.
2. Two (2) copies of approved building permit. Permit to include sufficient information to describe the work and designate the name and suite number of Tenant or if the work is extensive provide copies of plans and specifications as approved by the Building Department with the permit. (Landlord reserves the right to review and approve additional items and comments that may be required by the Building Department before commencement of the work.)
3. Prepare two (2) copies for Landlord's approval of a recordable "Notice of Commencement" executed by Tenant as "Owner".
4. Two (2) copies of Contractor "Certificate of Liability Insurance" prepared in accordance with the requirements of the Project, and evidencing the existence of builder's risk, commercial general liability, and workers' compensation insurance complying with the requirements of the Insurance article of this Lease.
5. One (1) copy of the Contractor's Florida Contracting License.
6. Two (2) copies of the work/project's completion schedule.
7. Two (2) copies of project vendor list with contact information.
8. Tenant, at its expense, will provide and furnish to Landlord payment and performance bonds (or other similar assurances agreed by Landlord), by a surety company reasonably acceptable to Landlord, in amounts equal to 150% of the costs and expenses of the work to be performed by the Tenant.

B. General Requirements:

1. Tenant and all construction personnel shall abide by Landlord's job site rules and regulations and fully cooperate with Landlord's construction representatives in coordinating all construction activities in the Premises, including rules and regulations concerning working hours, parking, and use of the construction elevator, if applicable.
2. Tenant shall be responsible for cleaning up any refuse or other materials left behind by construction personnel at the end of each work day.
3. Tenant shall deliver to Landlord all forms of approval provided by the appropriate local governmental authorities to certify that the Tenant Improvements and Alterations have been completed and the Premises are ready for occupancy, including original building permit and a final, unconditional certificate of occupancy.
4. At all times during construction, Tenant shall allow Landlord access to the Premises for inspection purposes. On completion of any Alterations and Tenant Improvements, Tenant's general contractor shall review the Premises with Landlord and Tenant and secure Landlord's and Tenant's acceptance of the Tenant Improvements and Alterations.
5. Workers shall provide their own temporary toilet facilities, trash facilities, water coolers, and construction materials dumpsters and shall locate them along with any construction trailers or field offices in areas specifically designated by Landlord.

6. No painting or spraying of chemicals, varnishes, lacquers, finishes, or paint will be allowed during normal business hours. Such activities shall only occur during days and times specifically preapproved by Landlord.

7. Any work that may disturb tenants of the Project ("Tenants") (including welding, cutting torch, drilling or cutting of the concrete floor slab or temporary interruption of any utility service), shall only occur before or after normal business hours and with Landlord's prior consent. Any unduly loud noise complained of by other Tenants will be immediately diminished to Landlord's reasonable satisfaction or the work will cease until the noise is so diminished.

8. Reasonable quantities of water and electricity for lighting, portable power tools, and other common uses as well as use of the construction elevator will be furnished to the contractor at a cost to be assigned at the completion of the job based on usage during the build-out period (including Building standard charges for use of the elevator). The contractor shall make all connections, furnish any necessary extensions, and promptly and professionally remove such connections and extensions on completion of work.

9. If a shutdown of plumbing, sprinkler, electrical, air conditioning and/or other equipment becomes necessary in connection with Tenant's work, Tenant will notify Landlord in advance and Landlord will determine when such shutdown may be made, and at Landlord's election any such shutdown will be done only when a representative of Landlord is present. In all instances where this is done, the system shall not be left inoperable overnight or over a prolonged period.

10. If applicable, all equipment installed shall be compatible with the base building fire alarm system and the contractor shall warrant that any connection to the base building fire alarm system shall only occur after proper notification to Landlord and on an after-hours basis. Any disruption to the existing fire alarm system or damage as a result of contractor's work will be the sole responsibility of Tenant.

11. All additional electrical circuits added to existing electrical panels or any new circuits added to new electrical panels will be appropriately labeled as to the area or equipment serviced by the circuit in question. Any electrical panel covers removed to facilitate installation or connection shall be reattached.

12. All workers must stay in their designated work areas and the use of radios, loud music, alcoholic beverages, narcotics, or cigarette smoking is prohibited in the Premises.

13. Any roof opening required at the Premises shall be performed by Landlord's roofing contractor if Landlord so demands, at Tenant's expense. Such openings shall include supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.

14. Any damage to any part of the Premises or Pier that occurs as a result of any work performed by Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord.

15. Tenant, at its expense, will promptly repair or replace, or at Landlord's election reimburse Landlord for the cost of repairing or replacing, property of Landlord that may be damaged, lost or destroyed in the performance of the work or as a result thereof.

16. Landlord will have no responsibility for or in connection with the work; Tenant, at its expense, will remedy and be responsible for all defects in the work, whether appearing during its progress or after completion and whether the same affect the Premises in particular or any of portion of the Premises or the Pier.

17. Demolition of partitions and removal of rubbish will be done during hours first approved by Landlord's City Manager in writing. All such materials are to be taken from the Premises through the delivery entrance of the Premises, by the freight elevator only (if any); or, if not freight elevator exists, only through the rear entrance of the Premises.

18. Electrical and power panel balancing will be maintained by and at the expense of Tenant during the entire period of Tenant Work.

19. Tenant and its contractors will not demolish or remove any of the Premises' or Pier's structure.

20. Roof openings (including, supporting structures, angles, curbs, flashing, ducts, vents and grills) are subject to Landlord's City Manager's prior written consent in each instance, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Landlord's City Manager may refuse to give its consent to any roof opening that in Landlord's City Manager's judgment exceeds the capability of the structural system. Any roof openings consented to by Landlord's City Manager must be made only by Landlord's roofing contractor at Tenant's expense, or such duly licensed roofing contractor as Landlord's City Manager may designate or approve in writing in its sole discretion.

21. All corridor, elevator, and lobby finishes require protection during construction.

22. There is a Two Hundred Fifty and 00/100 Dollar (\$250.00) penalty for "false alarms".

C. Upon Completion of the Work, Tenant Shall Provide to the Landlord:

1. Two (2) copies each of final inspection report and Certificate of Occupancy or Completion indicating that the work has been completed in accordance with the permit issued by the applicable Building Department.

2. Two (2) copies each of "as-built" drawings indication the alterations and relocating of existing construction (mechanical, electrical, etc...) if applicable, in PDF file format or on CD's.

3. Two (2) copies each of "Final Releases" in accordance with the Florida Lien Laws from general contractor, subcontractors, vendors, and suppliers associated with the work and Contractor's Final Affidavit indicating that all subcontractors have been paid in full for the work.

4. Two (2) copies each of permit plans including approved fire sprinkler drawings.

5. Two (2) copies of all equipment operating and maintenance manuals and demonstration of any equipment that will become the property of Landlord.

6. Two (2) copies of general contractor's one (1) year warranty on labor and materials for the work.

7. Two (2) copies of all other manufacturer guarantees/warranties on the improvements. Manufacturer's guarantees/warranties shall name Landlord as beneficiary where Landlord is or shall become responsible for the repair and maintenance of the installation.

8. Two (2) original copies of a letter from the architect of record indicating that the improvements have been installed in accordance with the approved plans and specification for the Building.

9. Two (2) copies of Tenant's completed "punch list" signed off by the Architect or Tenant's representative that the work has been satisfactorily completed by the Contractor.

10. Extra attic stock materials used in the build-out such as flooring, ceiling, base, paint, wall covering, etc materials to be stored in Tenant's suite for future use.

11. Two (2) copies of an independent HVAC Test and Balance report, if applicable.

12. Two (2) original copies of the Contractor's Final Owner (Tenant) Affidavit which is necessary to terminate the Notice of Commencement once the work has been concluded and the "Notice to Terminate the Notice of Commencement" document prepared by Tenant's Contractor and recorded by the Tenant.

13. Two (2) copies of the final payment application from the general contractor and accounting of the construction contract amounts (final AIA application for payment).

The above required documentation must be delivered to Landlord prior to the release of any payments that may be due under the Lease.

D. Sustainability Requirements:

1. Tenant shall comply with any recycling requirements enacted by Landlord, including the separation of construction materials/debris, paper, cardboard, plastics and glass.

2. Tenant shall provide all contractors performing work with a copy of these Rules and Regulations and a copy of the Lien section of the Lease indicating that no liens may be placed against Landlord's interest in the Premises or Pier for work performed by Tenant.