

TRIPLE NET
COMMERCIAL LEASE

THIS COMMERCIAL LEASE, entered into as of the day of September 2019 in Broward County, State of Florida, by and between:

ADI PROPERTY LLC, a Florida limited liability company having an address at 4900 Sheridan St Hollywood FL, 33021, (hereinafter "Landlord")

AND

Halland Ale Brewing Company LLC, Raul Diaz Gonzalez Gomez and Leonardo Amaya a Florida Limited Liability Company, having an address at 101 SW 7th ST, Hallandale Beach, FL 33009. (hereinafter, collectively "Tenant").

WITNESSETH:

Article 1.

Landlord, in consideration of the rents to be paid, and the covenants and agreements to be performed and observed by Tenant, does hereby execute this Commercial Lease with Tenant and Tenant does hereby enter into this Commercial Lease and take from Landlord the Premises specified herein, located in the County of Broward, Stat of Florida wit:

The real state property and improvements, commercial/business Premises located at 118 NE 1st Ave, Hallandale Beach FL, 33009 (hereinafter referred to as the "Premises").

Article 2.

Section 1. **Term of Commercial Lease**

This commercial Lease shall be for a term of five (5) years, commencing five (5) business days subsequent to Tenant receiving the CRA Grant approval from the city of Hallandale Beach and the CRA grant agreements between the Hallandale Beach CRA, the Landlord and the Tenant are executed (hereinafter referred as the "Commencement Date").

If Tenant is not in Default, and has never been in Default with any terms or conditions of this lease, then Tenant shall have the right to exercise two (2) consecutive additional five (5) years extensions (by option) of the Lease period (hereinafter the "Extension or Renewal", "Term" or "Lease Term"). Tenant must provide written notice to the Landlord at least 60 days before the expiration of the lease, no sooner than 90 days; at the base rent amount stated in Article 3 below "Rent".

Base Rent during the first five (5) years shall increase by five percent (5%) over the preceding year, with continued yearly escalations equal to the same five percent (5%), as shown in the chart in Article 3, Section 1(a)(i) below.

Base Rent under the five (5) year extension terms (by option) shall increase by three percent (3%) over the preceding and final year of the original Lease period, with continued yearly escalations equal to the same three (3%) per annum, as shown in the chart in Article 3, Section 1(a)(i) below..

In all other respects, all of the terms, covenants and conditions contained in this Commercial Lease, and any other written Addenda thereto, shall remain in full force and effect and binding upon the parties hereto during the option period.

This Commercial Lease shall be subject to all the terms, covenants, and conditions, as set forth hereinafter.

Article 3.

Section 1. Rent

Tenant agrees to pay the Landlord and Landlord agrees to accept from the Tenant, as such place as Landlord shall from time to time direct by notice to the Tenant:

(a) BASE RENTAL: Tenant covenants and agrees to pay Landlord base rent ("Base Rent") for the first Lease Year of the Lease term in the amount of seventy-eight thousand dollars (\$78,000.00), plus: 1) sales tax or any other charge which may be made on the rental by any federal, state or local governmental authority; 2) county property real estate taxes; 3) Commercial property insurance for the Owner/Landlord; payable to Owner/Landlord by Tenant in equal monthly installments without notice, deduction or set-offs, on the first five (5) days of each calendar month during the term hereof. Such Base Rent shall commence to accrue on the Commencement Date of this Lease as defined in Article 2 above "Rent Commencement Date". The first rental payment date hereunder shall be the first day of the first calendar month following the Rental Commencement Date and shall include, in addition to one full month's advance rent, a prorated amount applicable to the period from the Rental Commencement Date to such rental payment date. Notwithstanding the foregoing, if the Rental Commencement Date is the first day of a calendar month, in that event, the first full month's advance rent shall be due and payable. The term "Lease Year" shall mean consecutive twelve- month periods commencing on the Commencement Date and each anniversary thereof. In the event the Commencement Date falls on a day other than the first day of the month, for purposes of the definition of Lease Year only, the Commencement Date shall be deemed to fall on the first day of the following month. Notwithstanding anything herein to the contrary, it is the express intention of the Parties that this Lease is to be "Triple Net Lease", meaning that Landlord shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter, or in any way incur any expense in connection with the Premises, and that the Base Rent paid by Tenant to the Landlord shall be clear of any impositions, expenses, taxes, or setoffs of any kind whatsoever.

i) ANNUAL RENTAL ADJUSTMENTS: The Base Rent, payable for the remaining years of the Term of the Lease, shall be in the following amounts:

Year	Monthly Base Rent	Annual Base Rent
2	\$ 6,825	\$ 81,900

3	\$ 7,166	\$ 85,995
4	\$ 7,525	\$ 90,295
5	\$ 7,901	\$ 94,809

OPTIONAL FIVE (5) YEAR EXTENSION OR RENEWAL PERIOD

Year	Monthly Base Rent	Annual Base Rent
6	\$ 8,138	\$ 97,654
7	\$ 8,382	\$ 100,583
8	\$ 8,633	\$ 103,601
9	\$ 8,892	\$ 106,709
10	\$ 9,159	\$ 109,910

OPTIONAL FIVE (5) YEAR SECOND EXTENSION OR RENEWAL PERIOD

Year	Monthly Base Rent	Annual Base Rent
11	\$ 9,434	\$ 113,207
12	\$ 9,717	\$ 116,604
13	\$ 10,008	\$ 120,102
14	\$ 10,309	\$ 123,705
15	\$ 10,618	\$ 127,416

Section 2. **Advance Rent**

Tenant shall pay to Landlord, as Advance Rent, rent for the first and last months of the Commercial Lease, together with applicable sales tax, for a total advance rent payment of \$13,000.00 which Tenant shall pay within three (3) business day of the Commencement Date

Article 4.

Section 1. **Tangible Personal Property Taxes**

Tenant shall be liable for all Tangible Personal Property Taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied, Tenant shall promptly pay to the Broward County Tax Collector upon demand. Tenant shall produce proof to Landlord of said payment, prior to any Notice of Delinquency. Any Tangible Personal Property Tax Assessment levied against the Premises and not paid by Tenant within ten (10) days shall constitute a Default hereunder.

Article 5.

Section 1. **Maintenance of the Premises**

Upon execution of this Commercial Lease, it is expressly understood by Tenant that Tenant

shall be deemed to have accepted the Premises in its current "As-Is" and "Where-Is" condition. Except for damage caused by other Tenants or by Landlord, its officers, directors, employees, visitors and agents, Tenant shall, at Tenant's sole cost and expense, be responsible for all interior repairs and maintenance of the Premises and shall maintain the interior of the Premises in good order and condition, including, but not limited to, any burglar alarm systems, smoke and fire safety systems, air conditioning, heating, plumbing, mechanical and electrical systems and fixtures exclusively serving the Premises, if any.

It shall be the Tenant's sole responsibility to maintain the Premises and to keep the Premises in full and complete compliance with all current Municipal, County and State code and ordinances. Tenant shall be responsible to bring the Premises into such compliance in the event of any placement or change in improvements, which are otherwise approved by the Landlord hereunder, or as a result of replacement of any personal property upon the Demised Premises by the Tenant.

Tenant requires prior written consent from Landlord for any access to the roof of the Premises, which Landlord shall not unreasonably withhold. Tenant shall maintain proper and sufficient trash containers so as to keep the Premises free from loose waste and contamination. The obligation under this Paragraph for maintenance shall also apply to any signage, awnings, interior and exterior painting and other non-structural exterior systems, which may be affixed to the Premises.

Tenant shall, upon the expiration or sooner termination of this Commercial Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear expected

Section 2. **Landlord's Obligations**

Landlord shall have no obligation of any kind or nature whatsoever with respect to the maintenance of the Premises or equipment thereon or contained therein throughout the term of this Commercial Lease.s.

Landlord shall have no obligation to improve, modify, update or modernize the Premises in any manner to allow for the Tenant's intended specific manner of operating in the Premises which shall include any requirement required by any local municipality or administrative body to operate the Premises as a restaurant, bakery, brewery or the like, and shall specifically include, no obligation of the Landlord to install grease traps, refrigeration, grease traps, any another heal or safety apparatus.

Section 3. **Tenant's Alterations**

Landlord acknowledges that as a material inducement into executing this Agreement, Tenant has the right to modify the Premises in such a manner that it reasonably determines is best utilized towards its use of the Premises for its legitimate business purposes. Tenant shall have the right to renovate or modify the Premises, but shall not make any alteration, changes, or improvement to the Premises without first obtaining prior written consent from the Landlord, which Landlord shall not unreasonably withhold. Landlord shall respond to any request(s) for modification or alteration within three (3) business days. Landlord's unreasonable denial of any

Tenant request(s) for alteration(s) or modification(s) to the Premises or failure to allow Tenant to enact same, so long as such request is reasonable is a material breach of this Agreement providing Tenant with the option to cancel the Agreement with no further obligations towards Landlord upon ten (10) days written notice to Landlord to cure same.

Landlord's approval shall be premised upon Tenant providing the following, when necessary: (a) submitting plans for approval; (b) submitting any contracts from architects, contractors or sub-contractors, if any; (c) that Tenant produces proof of insurance against any liability/casualty/hazard for any workers on the property providing any additions and alterations; (d) specifically indemnifying Landlord against any claim, demand, lien, suit or judgment arising out of any services, additions or alterations provided under the Florida Construction Lien Statute; (e) obtaining all Commercial Leases as required by Landlord; Tenant shall, in all respects, comply with all Municipal, County and State rules, ordinances and laws, including, but not limited to, proper permitting for any renovations/remodeling, the use of licensed and insured contractors/sub- contractors, upon completion of all renovations/remodeling, the proper closing of all such permits; and work be completed in a workmanlike fashion with same not interfering with the quiet enjoyment of any other Tenants. Any delay in completion of work under this paragraph shall not operate to delay Tenant's timely compliance with payment and other obligations under this Commercial Lease. Notwithstanding the foregoing. Tenant shall have twenty-four (24) hour access to the Premises but shall not interfere with the quiet enjoyment with any adjoining tenants.

Article 6.

Section 1. Tenant's Covenants

- (a) To procure any licenses and required for any use made of the Premises by Tenant, and upon the expiration or termination of this Commercial Lease, to remove its goods and effects and those of all persons claiming under it and to yield up peaceably to Landlord the Premises in good order, repair and condition in all respects, reasonable wear tear only excepted; and,
- (b) During last ninety (90) days of the Commercial Lease, or any extension thereof, to permit Landlord and its agents to examine the Premises at reasonable times, and upon reasonable notice, to show the Premises to prospective Tenants, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business.
- (c) The Tenant shall comply with all Federal, State, County and Local laws, statutes, ordinances and rules and regulations with respect to the conduct of their business, and in particular with respect to the handling of hazardous waste and environmentally sensitive substances on the Premises.

- (d) The Tenant agrees that it shall responsible for any and all remedial action which may be required by any governmental entity with respect to the conduct of their business, and in particular, any environmental / hazardous substances which may be brought upon the Premises as a result of any action or inaction from the commencement date of this Commercial Lease and thereafter.
- (e) The Tenant shall report to the Landlord any and all notices concerning any environmental or hazardous notices received from any governmental entity, or in event of any violation of any federal, state, county and local laws, statutes, ordinances and/or rules and regulations, or in the event of any spill on the Premises. The requirements under this Paragraph, and remedies for failure to comply with the same by Tenant, shall survive termination of the Commercial Lease (whether by its term or removal by Landlord).
- (f) Tenant shall comply with all ordinances and laws they may to relate to employment practices, including all employment compensation and workers compensation matters.

Article 7.

Section 1. Indemnity and Public Liability

Tenant shall hold Landlord harmless and indemnify Landlord from all injury, loss, claims or damage, to any person, property, or effects during this Commercial Lease or any extension or renewal of this Commercial Lease, and therefore Landlord shall not be liable for any damage, loss or injury to the person, property, or effects of Tenant or any other person, suffered on, in or about the Premises for any reason.

Tenant shall maintain, with respect to the Premises, Comprehensive General Liability Insurance for personal injury and property damage to protect both Tenant and Landlord against damages, costs, and attorney's fees resulting from or arising out of accidents of any kind occurring on or about the Premises.

In addition, Tenant shall fully comply with all the terms, covenants, conditions of any policy(ies) of insurance as may be imposed by the insurance carrier/underwriter, including, but not limited to, any requirements and/or limitations as may be imposed in connection with the specific use and operation of the office and storage space.

Article 8.

Section 1. Use

The Premises may be used and occupied by Tenant for any lawful purpose and for which the property is presently zoned.

Upon prior written consent from the Landlord, the Tenant has the right to maintain City

& County approved signage on the facade of the building, only during the term of this Commercial Lease.

Section 2. **Access**

Tenant shall have access to the Premises at any and all times, necessary to operate its business as may be limited by any governmental authority.

Article 9.

Section 1. **Assignment and Subletting**

Tenant have the right to Sub-Lease all or any portions of the Premises provided a copy of the Sub-Lease to the Landlord.

Article 10.

Section 1. **Fixtures**

All fixtures installed by or at expense of the Tenant, and all erections, additions and/or improvements affixed or attached to the building and used in the operation of the building, made to, in or on the Premises by and at the expense of Tenant, shall be the property of Landlord at the time this Lease terminates. Provided however, that Tenant shall be permitted to remove and keep all equipment and fixtures that used solely and specifically for the brewing of beer or alcoholic beverages (the "Brewing Equipment"). If Tenant decides to remove the Brewing Equipment it shall be at Tenant's sole cost and expense. Tenant shall be solely responsible to make any, and all repairs occasioned by such removal of any fixtures(s).

Tenant shall be obligated to return the Premises to its condition, as it existed at the commencement of Brewery's operation, and repair any and all damage upon removal of its personal property and trade fixtures.

Section 2. **Hazard Insurance**

Tenant shall carry fire and extended coverage insurance on the Premises. Should Tenant's specific manner of operating in the Premises result in an increase in the fire and extended coverage insurance held by Landlord, Tenant shall pay the cost of said increase to Landlord within (30) days after demand. This provision shall not apply to Acts of God that result in the increase in fire coverage.

Section 3. **Insurance Proceeds**

In the event of the destruction of, or damage to the improvements, by fire or other casualty for which insurance shall be payable, and as often as such insurance money shall have been paid to the Landlord and Tenant, said sums so paid shall be paid over to Landlord and shall be available

to the Landlord for reconstruction or repair, as the case may be, of the improvements damaged or destroyed by fire or other casualty for which insurance money shall be payable. Notwithstanding the provisions of this paragraph, in the event the Landlord is not able to repair, renovate or restructure the Premises within the time period remaining of the Commercial Lease, the Landlord shall have no duty or obligation to repair, renovate or rebuild the Premises, whereupon the balance of the Commercial Lease shall end. Any unused portions of rent for any prepaid month shall be refunded to the Tenant.

Article 11.

Section 1. Abatement or Adjustment of Rent

If the whole or any part of the Premises shall be damaged or destroyed by fire or other casualty after the execution of this Commercial Lease and before the termination hereof, then Tenant may, at its election, terminate this Commercial Lease in the event the Premises are not repaired in a like condition by the Landlord within ninety (90) days of such occurrence.

If Tenant elects to remain in possession of the Premises after any such damage or destruction, all rents and payments payable by Tenant shall be prorated as of the date of such occurrence, to the extent that a portion of the Demised Premises are not usable. This Section is subject to the requirements contained in Article 7, Section 2 above.

Article 12.

Section 1. Total Taking

If, after the execution of this Commercial Lease and prior to the expiration of the term hereof, the whole of the Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Commercial Lease and the term hereof shall cease and terminate as of the date of such taking, subject however, to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Commercial Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Premises shall be taken by the taking authority and any unearned rent and other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. The Award

All compensation awarded for any taking, whether for the whole or a portion of the Premises, shall be the sole property of Landlord, whether such compensation shall be awarded for diminution in the value of, or loss of, the fee in the Premises, or otherwise and Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation; provided, however, that Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claims for and retain any portion of any award made by an appropriating authority directly to Tenant for loss of business, or damage or depreciation to, and cost of removal of fixtures and to any other award made by the appropriating authority directly to Tenant.

Section 3. **Commercial Lease**

In the event of any termination of this Commercial Lease as the result of the provision of this Article 12, the Parties, effective as such termination, shall be released each to the other, from all liability and obligations thereafter arising under this Commercial Lease.

Article 13.

Section 1. **Landlord's Remedies**

In the event that Tenant shall at any time be in Default: (i) in the payment of the rent or other charges herein required to be paid by Tenant for five (5) days after written notice by Landlord to Tenant of its due date; or (ii) in the observance or performance of any of the other covenants and agreements required to be performed and observed by Tenant herein and any such non-monetary Default shall continue for a period of fifteen (15) days after notice to Tenant in writing of such Default (or if such Default shall reasonably take more than fifteen (1) days to cure, and Tenant has not commenced same within the thirty (3) days and is not diligently pursuing the same toward completion or (iii) Tenant vacates or abandoning the Premises for a period in excess of five (5) days, and Tenant shall not thereafter cure such Default, then Landlord shall be entitled, as its election, to exercise concurrently or successively, any one or more of the following rights:

- (a) To bring suit for the collection of the rent or other amounts for which Tenant may be in Default, or for the performance of any other covenant or agreement devolving upon Tenant, all without entering into possession or terminating this Commercial Lease;
- (b) To re-enter the Premises, by Summary Proceedings or otherwise, and take possession thereof, without thereby terminating this Commercial Lease, and thereupon Landlord may expel all persons and remove all property therefrom, peaceably, and re-let the Premises and receive the rent therefrom, applying the same first to the payment of the reasonable expenses of such re-entry and the reasonable cost of such re-letting, and then to the payment of the monthly rental accruing hereunder. Tenant, whether or not the Premises are re-let, shall remain liable for any deficiency. Landlord shall use Landlord's best efforts to re-let the Premises. It is agreed that the commencement and prosecution of any actions by Landlord in detainer, ejectment or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Premises, or any re-entry, shall not be construed as an election to terminate this Commercial Lease unless Landlord shall, in writing expressly exercise its election to declare the term hereunder ended and to terminate this Commercial Lease, and, unless this Commercial Lease be expressly terminated, such re-entry or entry by Landlord, whether had or taken under summary proceedings or otherwise shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Commercial lease;
- (c) To terminate this Commercial Lease, by written notice specifically, declaring the Commercial Lease to be terminated, re-enter the Premises and take possession thereof, and Tenant shall be wholly discharged from this Commercial Lease.

In the event Landlord shall elect to terminate this Commercial Lease, as aforesaid, all rights and obligations of Landlord, and of any permitted successors or assigned, shall cease and determine, except that Landlord shall have and retain full right to sue for and collect all rents and other amounts for the payment of which Tenant shall be in Default, and all damages to Landlord by reason of any such breach, Landlord having the duty and obligation to mitigate said damage, and Tenant shall surrender and deliver up the Premises to Landlord and upon any Default by Tenant in so doing, Landlord shall have the right to recover possession by summary proceedings or otherwise and to apply for the appointment of a receiver and for other ancillary relief in such action, and Landlord shall again have and enjoy the Premises, fully and completely, as if this Commercial Lease had never been executed.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Landlord's obtaining possession of the Premises by reason of breach or violation by Tenant of any of the covenants and conditions in this Commercial Lease contained herein. All of Landlord's remedies contemplated herein shall survive termination of this Commercial Lease and any extension thereof.

- (d) In the event Tenant shall become insolvent, or in the event of the institution of Bankruptcy proceedings, whether voluntary or involuntary, prior to the termination of this Commercial Lease or any extension thereof, the same shall be deemed a Default under the terms of same and shall entitle the Landlord to immediate possession and redelivery of the Premises and to forthwith cancel this Commercial Lease.

For purposes of this provision, this Commercial Lease shall be deemed in the nature of a Security Instrument entitling the Landlord to immediate relief from any stay, whether in a court of jurisdiction in Broward County, Florida, under an insolvency proceeding, or in a United States District Court, Bankruptcy Division. At all times during any period of insolvency or bankruptcy, the Landlord shall be entitled to receive rent, inclusive of any prepaid rent and security deposit which may have been deposited at the time of execution or any time thereafter, of this Commercial Lease.

Section 2. **Waiver of Right of Trial by Jury**

IN THE EVENT OF A COURT PROCEEDING TO INTERPRET OR ENFORCE ANY ARTICLE OF THIS COMMERCIAL LEASE, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO TRIAL BY JURY.

Section 3. **Tenant Remedies**

If Landlord should be in Default in the performance of any of its obligations under this Commercial Lease, which Default continues for a period of more than thirty (30) days after receipt

of written notice from Tenant specifying such Default, or if such Default is of a nature requiring more than thirty (30) days for remedy and continues beyond a time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the Default within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, at its option, upon written notice, terminate this Commercial Lease, or may incur any expense necessary to perform the obligation of Landlord specified in such notice and deduct such expense from the Rent or other charges next becoming due.

Article 14.

Section 1. Holding Over

In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Premises after the expiration of the original term of this Commercial Lease, or any renewal or extension thereof, without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of this Commercial Lease, but such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained and at the rental in effect during the Commercial Lease Year of the term, as extended or renewed, prorated and payable for the period of such occupancy, and rent shall be two times (2x) greater than the amount that out in Article 3, until Tenant vacates the Premises, per Florida Statute Section 83.58.

Section 2. Waivers

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, or any breach of any provision of this Commercial Lease shall be deemed a waiver of a breach of any other provision of this Commercial Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Commercial Lease by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other.

Section 3. Notices

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord, the same shall be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord, whose contact information is: Adi Property,

LLC and/or Doron Ben Hanan 4900 Sheridan St. Hollywood FL, 33021. Landlord shall provide any and all notices to: Raul Diaz Gonzalez – raul2701@hotmail.com Phone: 770-547-8134 and/or Leonardo Amaya leitoamaya@hotmail.com Phone 917-698-8694 at 101 SW 7th ST, Hallandale, FL. 33009

Section 4. **Emergency Repairs**

Anything in this Commercial Lease to the contrary notwithstanding, the Landlord and Tenant agree that if in an emergency it shall become necessary to promptly make any repairs to the Tenant's demised property, and hereby required to be made by the Tenant, the Landlord may at its option proceed forthwith to have such repairs made and pay the cost thereof. The Tenant agrees to pay to Landlord the cost of such repairs on demand, and that if such costs are not paid, the Landlord may add the amount so expended to the rent next coming due and it shall be then paid by Tenant as rent. Tenant shall not be required to repair Premises damaged by the negligence of the Landlord or other Tenants.

Section 5. **Utilities**

Tenant shall promptly pay for its utilities rendered or furnished to the Premises from and after the Commencement Date, including, but not limited to, water and garbage collection. Notwithstanding the provisions herein, in the event there is an increase or excess usage of the utilities by Tenant, then Tenant shall be responsible to pay of any such increase in utility charge(s).

Section 6. **Attorney's Fees**

The parties hereto agree that in the event that either of the parties hereto institute legal proceedings to enforce or interpret any of the terms, covenants and conditions of this Commercial Lease, the prevailing party shall be entitled to be reimbursed for all reasonable attorney's fees incurred (including appellate fees), as well as court costs at trial and appellate levels.

Section 7. **Loss and Damage**

Notwithstanding any contrary provision of this Commercial Lease, Landlord shall not be responsible for any loss or damage to property of Tenant or of others located on the Premises, or any of the Tenant's invitees, except where caused by the negligence or willful act of Landlord, its officers, directors, employees or agents.

In the event of casualty damage or condemnation which renders the Premises untenable, Tenant shall have the option to terminate this Commercial Lease and all rents shall abate as of the date of casualty or taking. Tenant shall maintain its own insurance to cover any potential or actual damage to its own personal property to convey any potential or actual damage to its own personal property, fixtures and appurtenances brought upon the Premises.

Section 8. **Estoppel Certificates**

At any time, and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other, or to any person designated by the other, a statement, in writing, certifying that the Commercial Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in Default in the performance of its covenants hereunder, or if there have been such Defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 9. **Modification**

No modification to this Commercial Lease shall be valid, unless it is in writing, signed and executed by both the Landlord and Tenant.

Section 10. **Acceptance of Premises**

Except for the limited representations contained in the Addendum hereto, Tenant agrees to accept the Premises in an "As-Is" and "Where-Is" condition, with there being no obligation upon the Landlord to make any repairs or improvements of any kind or nature. Landlord warrants that it will remove any and all fixtures, equipment or other items from the Premises and will place the Premises in a tenantable condition prior to Tenant taking occupancy of same.

Section 11. **Invalidity of Particular Provision**

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

Section 12. **Captions and Definitions of Parties**

The captions of the Sections of this Commercial Lease are for convenience only and are not a part of this Commercial Lease and do not in any way limit or amplify the terms and provisions of this Commercial Lease. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as otherwise provided herein, the terms and provisions of this Commercial Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither any provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 13. **Entire Agreement**

This instrument contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force and effect.

Section 14. **Subordination**

Tenant shall, upon request of Landlord, in writing, subordinate this Commercial Lease and any rights and obligations hereunder to the lien of any present or future institutional lender upon the Premises or any property of which the Premises are a part thereof, regardless of the time of execution or recording of such Mortgage, and shall agree to execute such Subordination upon ten (10) days request from Landlord. Failure to execute such Subordination shall be deemed a Default hereunder.

Notwithstanding the foregoing, no such subordination shall be effective unless and until Landlord obtains from any Holder [or future Holder] a reasonably acceptable non disturbance agreement in recordable form, providing that Tenant will not be disturbed by the Holder so long as Tenant is in compliance with the terms of this Lease.

Section 15. **Time**

Time is of the essence for all terms and provisions contained herein. All time periods expressed in this Commercial Lease shall be deemed calendar days only, exclusive of weekends and legal holidays.

Section 16. **Radon Gas**

Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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 unit.

Section 17. **Waiver**

The failure or delay of the Landlord to enforce any provision of this Commercial Lease, or to exercise any right or remedy provided to it herein or by law, shall not constitute a waiver by the Landlord of that or any other provision herein, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

Section 18. **Quiet Enjoyment.**

So long as Tenant pays Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises shall not be disturbed by Landlord.

Section 19. **Brokers**

Landlord and Tenant warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease.

Section 20. **Signage**

Tenant shall be permitted to install any exterior (or interior) signage so long as said signage is in conformity with all local codes and regulations.

Article 15.

Section 1. **Contingency of Commercial Lease**

This Lease Agreement is wholly contingent upon the City of Hallandale Beach's Community Redevelopment Agency's (HBCRA) approval of an Investment Incentive Award in favor of the Tenant and Landlord and the execution of the agreements between the HBCRA, Landlord and Tenant.

Should the Tenant not able to obtain the Investment Incentive Award by December 30 2019, then the Tenant or Landlord shall have three (3) business days thereafter to either notify the other Party in writing that it has either chosen to terminate this Commercial Lease Agreement, with no further or future obligation of either Landlord or Tenant, excepting of Landlord's responsibility to return the Security Deposit to the Tenant within three (3) business days. If notice is not sent within 3 days as required herein, the Parties will be deemed to have agreed to move forward and this contingency shall be waived. In furtherance of the above, Landlord shall make a good faith effort to assist or otherwise provide any such information needed by Tenant from Landlord to obtain the subject Investment Incentive Award.

Section 2. **Grants and Application with HBCRA**

Landlord understands that the Application for the HBCRA Incentive Awards (grants) and Agreements should be signed by the Landlord and the Tenant. Incentive awards defined as follows:

- (a) Commercial Façade Improvement Grant - (CFIG). Incentive to be used to reform the exterior of the Premises, according to the Tenant's project approved by HCBRA. Landlord to be the Grantee and will distribute to the Tenant to execute the grant, according to the terms specified in Section 3 below.
- (b) Commercial Interior Renovation Grant – (CIRG). Incentive to be used to reform the interior of the Premises, according to the Tenant's project approved by HCBRA.

Landlord to be the Grantee and will distribute to the Tenant to execute the grant, according to the terms specified in Section 3 below

- (c) Commercial Kitchen Grant – (CKG). Incentive to be used to purchase commercial equipment to operate Tenant's business: brewing and kitchen equipment; according to the Tenant's project approved by HCBRA. Landlord to be the Grantee and will distribute to the Tenant to execute the grant, according to the terms specified in Section 3 below. The Landlord agrees that after a period of five (5) years, that is when the responsibility with the HBCRA ends, the equipment will belong to the Tenant.

Section 3. Execution of grants

Upon approval and execution of the HBCRA grant agreements, the Landlord and the Tenant shall open a joint bank account where the grant funds will be managed. It is solely right and responsibility of the Tenant to follow the Reimbursement Procedures set by HBCRA and provide any report required by the City or the Landlord

TENANT:

Halland ALE Brewing Company LLC, Raul Diaz Gonzalez Gomez and Leonardo Amaya

By:

HALLAND ALE BREWING CO LLC

Name:

LEONARDO AMAYA

Title:

MANAGER

By:

[Signature]

Name:

RAUL DIAZ GONZALEZ GOMEZ

Title:

MANAGER

WITNESSES:

M. Rouach

Print Name:

michele Rouach

Print Name:

IN WITNESS WHEREOF, the Parties hereto have executed this Commercial Leas as of the Effective Date.

LANDLORD:

ADI PROPERTY LLC, a Florida limited liability company

By: D L

Name: Daron Ben Hagan

Title: pres

WITNESSES:

M. Rouach

Print Name: Michele Rouach

Print Name: _____



M. Rouach
10/11/19