

**EXHIBIT “A”**

**26 DEGREES  
26TH DEGREE BREWING COMPANY LLC  
2600 E. Atlantic Blvd.  
POMPANO BEACH, FLORIDA**

**FACADE AND BUSINESS SITE  
IMPROVEMENT PROGRAM  
APPLICATION**

**EXECUTIVE SUMMARY  
PROJECT OVERVIEW**

# Executive Summary: Kitchen Build-Out for Brewery and Restaurant Expansion at 2600 East Atlantic Blvd, Pompano Beach

## Introduction

This document presents the strategic plan for transforming the brewery taproom at 2600 East Atlantic Blvd, Pompano Beach, into a full-service restaurant with a gastropub essence. The project includes the construction of a kitchen in a 1000 sqft portion of the existing 21000 sqft space.

## Objective

The aim is to elevate the current brewery taproom into a holistic dining and brewery experience. This initiative is in line with our commitment to offering high-quality beers and gastropub-style cuisine.

## Development Plan

### Kitchen Construction

- **Size and Layout:** Utilizing approximately 1000 sqft for a new kitchen.
- **Design:** The kitchen will be efficiently designed for high-volume service, prioritizing both aesthetics and practicality.

### Restaurant Expansion

- **Dining Space:** Converting the taproom into a restaurant with full dining services.
- **Menu:** Focusing on gastropub-style dishes, tailored to pair with our craft beers.

### Exterior Enhancements

- **Patio Area:** Developing a welcoming patio space from the current entryway.

- **Building Facelift:** Create a Patio from the old run down frontage, stylizing with new paint and graphics on the exterior walls.

## Market Positioning

The project positions the establishment as a top destination in Pompano Beach for superior craft beer and quality dining. Our dedication to creating unique beers and matching them with gourmet food is aimed at attracting a wide-ranging clientele.

## Financial Overview

- **Funding:** The expansion will be financed through a loan provided by two of the business partners.
- **Budget Allocation:** Detailed financial planning for construction, design, kitchen equipment, and exterior renovations.
- **Revenue Projections:** Anticipated increase in revenue from the expanded services, including dining and event hosting potential.

## Timeline

- **Project Initiation:** March 2024
- **Completion:** Expected to be completed within 6 months targeting September Opening.

## Conclusion

This expansion is a key step in enhancing our service offerings to include a complete dining and brewery experience. Our commitment to quality in both the beers we brew and the food we offer is fundamental to our vision of establishing our venue as a warm and inviting destination in Pompano Beach. This initiative is set to not only elevate our brand but also to contribute significantly to the local community and economy.

# Project Schedule for Kitchen Construction at 26th Degree Brewing Company

**Duration:** 6 Months

## Month 1: Planning and Approvals

- Week 1-2: Finalize detailed project plan and budget.
- Week 3: Obtain necessary permits and approvals from local authorities.
- Week 4: Select and finalize contracts with construction and design companies.

## Month 2: Preparation and Initial Construction

- Week 1: Prepare the site for construction, including any necessary demolition.
- Week 2-3: Begin foundational work for the kitchen.
- Week 4: Start electrical and plumbing installations.

## Month 3: Structural Development

- Week 1-2: Complete major structural work, including walls and roofing.
- Week 3: Continue with electrical and plumbing installation.
- Week 4: Begin installation of HVAC systems.

## Month 4: Interior and Exterior Work

- Week 1-2: Start interior work including insulation, drywall, and flooring.
- Week 3: Begin exterior work, focusing on the patio area and building facelift.
- Week 4: Continue with interior and exterior detailing.

## Month 5: Kitchen Setup and Finishing Touches

- Week 1-2: Install kitchen equipment and fixtures.
- Week 3: Complete interior finishes (paint, lighting, decor).
- Week 4: Finalize exterior finishes and landscaping for the patio area.

## Month 6: Finalization and Launch Preparation

- Week 1: Conduct thorough inspection and address any issues.
- Week 2-3: Test all kitchen equipment and systems.

- Week 4: Final preparations for launch, including staff training and trial runs.

**Completion:** Projected to be operational and ready for opening at the end of the 6-month period.

## **PROJECT PLANS**

# RENOVATION PROPOSAL 2024



CURRENT FRONT 2014



**APPLICATION  
FACADE AND BUSINESS SITE  
IMPROVEMENT PROGRAM**

- Property to be improved must be free of all municipal and county liens, judgments or government encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meet the goals and objectives as set forth in the CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or government encumbrances of any kind under the term of this agreement.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.

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Applicant Signature

**Yonathan Ghersi**  
Print Name

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Property Owner Signature (if different)

**Bryan Bewley**  
Print Name

## FAÇADE & BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION

**Date of Application** 3-8-24

**1. Address of project requesting incentive:**

2600 East Atlantic Blvd, Pompano Beach, Florida, 33062

**2. Name of Applicant:**

Yonathan Ghersi

**Address of Applicant:**

10205 W. Bay Harbor Drive Bay Harbor  
Island Florida 33154

**Phone:** 9549183520      **Fax:**

**Email:** YG@26brewing.com

**3. Does the applicant own property?**       Yes        No

If "No" box is checked, describe applicant's relationship to, or interest in the property receiving the improvement (indicate length of lease).

Lease on the property is for another 10 years.

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**Indicate the legal owner of the property (i.e. name on property title)**

Amkin Atlantic Square

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**4. Project Description:**

Paint the facade, and redo the signage.

**5. Total Project Cost** \$33,500      **Total Funding Request** \$20,000

**Authorized Representative**

  
\_\_\_\_\_  
**Applicant Signature**

**Yonathan Ghersi**  
\_\_\_\_\_  
**Print Name**

  
\_\_\_\_\_  
**Property Owner Signature**  
(If different) Signature authorizes  
participation in the program by  
applicant.

  
\_\_\_\_\_  
**Print Name**

**Please Note**

Property to be improved must be free of all municipal and county liens, judgments or government encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meet the goals and objectives as set forth in the City of Pompano Beach CRA East District Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or government encumbrances of any kind under the term of the agreement.

## **BUDGET AND CONSTRUCTION ESTIMATE**



## LOYALTY SIGNS

13462 SW 131ST ST

Miami

33186

3054566991

info@loyaltysigns.com

INV2708

INV2708

DATE

Mar 12, 2024

DUE

On Receipt

BALANCE DUE

USD \$5,500.00

### BILL TO

#### 26 DEGREE BREWING (Roman Giron)

2600 E Atlantic Blvd,

Pompano Beach, FL

33062

954-873-3189

romangironperez@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
CHANNEL LETTERS ILLUMINATED	\$4,700.00	1	\$4,700.00
PERMIT PROCESS INCLUDED Permit Application, Completion of application, Signatures, Notarized, Engineering Drawings & Calculation, Final Inspection Net: 7 days after the landlord signature - PERMIT PROCESS ARE NON REFUNDABLE	\$800.00	1	\$800.00
CITY PERMIT FEES NOT INCLUDED Permit Fees will be charged at final cost	\$0.00	1	\$0.00
DEPOSIT OF 50% : \$2,750.00 A non-refundable deposit of 50% will be required to start any work, the other 50% will be charged a day before of installation date, you have 24hrs to pay for it otherwise you will be charged \$180 for late payments under the law supports us	\$0.00	1	\$0.00
SUBTOTAL			\$5,500.00

TAX (0%)	\$0.00
<b>TOTAL</b>	<b>\$5,500.00</b>
<b>BALANCE DUE</b>	<b>USD \$5,500.00</b>

Does not include:

1. Astronomical Time Clock
2. Running of electric to the sign (customer must provide electrical line 120 VOLTS 20 AMP that goes from panel to sign with a cable #12)
3. Access hole on the roof to get to the electricity
4. We are not responsible for any damage or lichen to the wall or anything other than the components of the sign

**WARRANTY**

3 Year in Electrical Components

- MANUFACTURING AND INSTALLATION TIME: 2-4 WEEKS AFTER CITY APPROVAL
- IF LOYALTY SIGNS DO NOT RECEIVED THE FINAL PAYMENT WITH THE TIME FRAME REQUIRED, WE WILL PROCEED TO REMOVE THE SIGN UNDER THE LAW SUPPORT US
- PRICE ARE VALID FOR 30 DAYS
- AFTER THE SIGN IS INSTALLED WE HAVE SIX MONTHS TO CLOSE THE PERMIT. WE WILL BE ATTENDING TO YOUR CASE CONSECUTIVELY IN THE ORDER IN WHICH WE RECEIVE IT.

CUSTOMER SIGNATURE: \_\_\_\_\_

LEGAL NOTICE: Once you have signed this contract you are accepting the conditions and terms written in it, this has been created for the security and protection of the company and will be used in case of legal terms.

Thank you for your business !!!



LOCATION: 26 Degree Brewing Co.  
2600 E Atlantic Blvd 33062  
Pompano Beach

MATERIALS: Lightbox Signs Letters

Font : LEMON MILK

CONTACT: Roman Giron

Tel: 954-8733189

Email: rg@26brewing.com

@26brewing

www.26brewing.com



# PARAIIΣI

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CREATIVE STUDIO



## **Painting & Art Painting Mural Service**

**This Project will include:**

**Labor and materials : Paint with primer, covers, tape and all painting supplies  
stencils with brand icons, machinery and other tools**

**Cleaning the surface walls to remove grease and dust**

**Covering windows and other objects to exclude from the paint**

**Mural Art for one of the walls**

**This project will cover the front and side of the bulding as well as part of the  
outside and inside ceiling**

**Price total of 28.000.ºº**

**We requiered half of the cost to start with the project**

## **PROPERTY DESCRIPTION AND INFORMATION**

## Property Summary

Property ID: 494306010030

Property Owner(s): AMKIN ATLANTIC SQUARE LLC

Mailing Address: 1450 BRICKELL AVE STE 1450 MIAMI, FL 33131  
[click here to update mailing address](#)

Physical Address: 2500 - 2780 E ATLANTIC BOULEVARD POMPANO BEACH, 33062

Neighborhood: Santa Barbara Estates North

Property Use: 11-05 Retail greater than 20,000 sq. ft.

Millage Code: 1511

Adj. Bldg. S.F.: 79331 Card/Permits

Bldg Under Air S.F.:

Effective Year: 1974

Year Built: 1964

Units/Beds/Baths: 0 //

Abbr. Legal Des.:

MARSHALLS SUB OF GOV LOTS 1 & 2 6-49-43 B-28 D PT OF LOT 10 LYING W OF C/L SE28 AVE, LESS N 50, E 25 & W 30 ALL FOR R/W & ALSO LESS S 20 AS DESC IN OR 1219-620 & ALSO LESS POR DESC AS: COMM NW COR OF NE1/4 OF SAID SEC 6, S 50, E 1156.24 TO POB, S 125, E 126.74, NLY 127.15, W 150 TO POB TOG W/ 20' VAC ALLEY AS DESC IN OR 30896-745



[Previous](#)

[Next](#)

Deputy Appraiser: Frank Stolar

Property Appraiser Number: 954-357-6835

Property Appraiser Email: [commercialtrim@bcpa.net](mailto:commercialtrim@bcpa.net)

Having technical issues?

Yes

No

2600 East Atlantic Boulevard



## **REGULATORY INFORMATION**

# Detail by Entity Name

Florida Limited Liability Company

26TH DEGREE BREWING COMPANY, LLC

## Filing Information

Document Number	L14000037753
FEI/EIN Number	46-5033672
Date Filed	03/06/2014
Effective Date	03/05/2014
State	FL
Status	ACTIVE

## Principal Address

2600 East Atlantic Blvd  
Pompano Beach, FL 33062

Changed: 03/22/2015

## Mailing Address

2600 East Atlantic Blvd  
Pompano Beach, FL 33062

Changed: 03/22/2015

## Registered Agent Name & Address

GOLDMAN & ROSA, P.A.  
1000 SEMINOLE DR.  
STE. 500  
FT. LAUDERDALE, FL 33304

## Authorized Person(s) Detail

### Name & Address

Title MGR

Oliwkowicz, Oscar  
2387 nw 30th rd  
Boca Raton, FL 33431

Title MGR

GHERSI, YONATHAN, Yonathan Ghersi  
10205 W. Bay Harbor Drive  
Bay Harbor Island, FL 33154

## Annual Reports

Report Year	Filed Date
2022	02/01/2022
2023	01/25/2023
2024	01/16/2024



**CITY OF POMPANO BEACH  
BUSINESS TAX RECEIPT  
FISCAL YEAR: 2023 - 2024**

**Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024**

4457854

1/31/2024

TWENTY SIXTH DEGREE BREWING CO LLC  
2600 EAST ATLANTIC BLVD

POMPANO BEACH FL 33062

**THIS IS NOT A BILL**

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

**BUSINESS OWNER:** TWENTY SIXTH DEGREE BREWING CO  
**BUSINESS LOCATION:** 2600 E ATLANTIC BL POMPANO BEACH FL

**RECEIPT NO:** **CLASSIFICATION**

undefined	undefined

**NOTICE:** A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

**BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30<sup>TH</sup> OF EACH YEAR**

# ATLANTIC SQUARE PROPERTIES, INC. STANDARD SHOPPING CENTER LEASE

THIS LEASE (the "Lease Agreement") dated this the \_\_\_\_\_ " day of July, 2014 between Atlantic Square Properties, Inc., as the Landlord, and 26TH DEGREE BREWING COMPANY, LLC ,as the Tenant. Landlord and Tenant are sometimes collectively referred to herein as the "Parties."

## INTRODUCTORY PROVISIONS

Certain fundamental Lease provisions are presented here solely to facilitate convenient reference by the parties hereto.

1. Tenant's Trade Name: 26<sup>th</sup> DEGREE BREWING COMPANY, LLC
2. Original Term: FIVE (5) YEARS
3. Lease Commencement Date: August 1, 2014
4. Lease Expiration Date: July 31, 2019
5. Rent Commencement Date: August 1, 2015
6. Tenant Space Number: 2600 E Atlantic Blvd, Pompano Beach, FL33062
7. Estimate Gross Leased Area (GLA) in premises: 21,000 sq.ft.
8. Tenant Improvements: Interior of store rented "as is". All Tenant Improvements at Tenant's expense.
9. Minimum Rent: \$15,000 (\$14,151.00 base rent + \$849.00 sales tax) (the "Minimum Monthly Rent")
10. Advanced Rent: \$15,000 will be applied to August 2015 rent payment
11. Security Deposit: \$30,000.00
12. Options: Three (3), five (5)-year options to extend Agreement
13. Other Sums Payable: Water, Electric, etc.
14. Estimated Monthly Expenses (First Year):  
Minimum Monthly Rent: \$14,151.00  
CAM: Included in monthly rent  
Florida Sales Tax: \$849.00  
Annual Real Estate Tax: \$7,500.00  
Total Monthly Rent: \$15,000
15. USE: Brewery (as further defined herein)

ARTICLE I  
GRANT AND TERM

**SECTION 1.01: LEASED PREMISES:**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant, to be observed and performed, the Landlord leases to the Tenant, and Tenant leases from Landlord those certain premises known as "Shopping Center", in the City of Pompano Beach County of Broward, and State of Florida, which premises consists of a store having an area of approximately 21,000 Square feet, herein called the "Leased Premises", which the parties agree shall be the rental square footage.

**SECTION 1.02: USE OF ADDITIONAL AREAS:**

The use and occupation by the Tenant of the leased premises shall include the use in common areas, employers parking areas, service roads, loading facilities, as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Agreement, and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord. Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof and exterior walls of the building or buildings of which the demised premises form a part of, or of the walks and other common areas beyond the demised premises. Notwithstanding the above, (as further defined herein) provided Tenant provides acceptable design and secures necessary government approvals, Tenant may place boiler, chiller or other equipment related to Tenant's use onto the roof.

**SECTION 1.03: LENGTH OF TERM:**

The term of this Lease shall be for 5 years following the commencement of the term as provided in Section 1.04 hereof.

**SECTION 1.04: COMMENCEMENT OF RENT AND TERM:**

The term of this Lease and the Tenant's obligation to pay rent shall commence on August 1, 2015. Should the term of this Lease and the Tenant's obligation to pay rent commence on a day other than the first day of a month, then the term of this Lease shall commence on the first day of the following month provided, however, that the Tenant shall pay rent for the fractional month on a per diem basis calculated on the basis of a thirty day month, until the first day of the month when the term hereunder commences, payable on said first day of the month and thereafter the rent shall be paid in equal monthly installments on the first day of each and every month, in advance. All other monthly payments hereunder shall likewise be calculated and paid on such per diem basis for any fractional month.

**SECTION 1.05: MINIMUM RENT:**

Tenant agrees to pay to Landlord, as minimum rent, without notice or demand, the monthly sum specified in Section 1.07, in advance, on or before the first day of each and every successive calendar month during the term hereof, except the first month's rent shall be paid upon execution hereof, unless otherwise agreed to. In addition, thereto, Tenant shall pay the applicable Florida State Sales Tax to the Landlord with each month's rent. If rent commences on a day other than the first day of the month, Tenant will pay a prorate month's rent to the first of the next month plus the next month's rent. Tenant shall be responsible to pay real estate tax attributed to Leased Space as detailed in Section 1.07. No additional taxes or fees shall apply with the exception of those discussed in Section 1.07. The Minimum Monthly Rent includes all CAM fees associated with the Leased Premises.

## SECTION 1.06: LATE PAYMENT FEE:

In the event any rent or installment thereof, is not paid within twenty (20) calendar days after it is due, then Tenant shall also pay to the Landlord as additional rent, a late payment fee equal to the greater of \$100.00 or 5% of such delinquent rent for each and every month, or part thereof, thereafter that such rent remains unpaid. Such payments shall be deemed liquidated damages and not a penalty, but shall not be deemed to excuse a late payment of rent.

## SECTION 1.07:

The Minimum Monthly Rent as set forth in Section 1.05 above shall be as follows:

Year 1. Commencement Date to 15 Free Rent

Year 2. August 1<sup>st</sup>, 2015 to August 31st, 2016 the rent shall be \$14,575.53 base rent + \$874.53 FL sales  
Tax + \$7,500 real estate tax= \$16,075.00

Year 3. August 1<sup>st</sup>, 2016 to August 31st, 2017 the rent shall be \$15,012.79 base rent + \$900.77 FL sales  
Tax + \$7,500 real estate tax = \$16,540.00

Year 4 August 1<sup>st</sup>, 2017 to August 31st, 2018 the rent shall be \$15,463.17 base rent + \$927.79 FL sales  
Tax + \$7,500 real estate tax = \$17,015.00

Year 5. August 1<sup>st</sup>, 2018 to August 31st, 2019 the rent shall be \$15,927.06 base rent + \$955.62 FL sales  
Tax + \$7,500 real estate tax = \$17,508.00

## SECTION 1.08: OPTION(S):

Provided Tenant is not in default under the Lease Agreement (beyond any applicable cure period) at the time the option renewal notice is sent to Landlord, the Landlord grants Tenant the option to renew the Lease for three (3) additional five (5) year period(s), each additional year's rent being increased from the prior year's rent at a three percent (3%) per year increase. Tenant must notify Landlord of its intent to renew this Lease, in writing, no less than three (3) months prior to the termination of this Lease, in the same manner as provided herein for notices. This option may not be exercised more than nine (9) months prior to the termination of any lease period.

## SECTION 1.09: FAILURE OF TENANT TO TAKE POSSESSION:

“Take Possession” shall be defined as tenant commencing Tenant Improvements within the Premises. In the event that the Tenant fails to Take Possession of Leased Premises within Three Hundred Sixty Five (365) days from the execution of this Lease, then Tenant shall be in default unless Tenant gives Landlord written notice for the delay and Landlord provides Tenant with an extension in which to Take Possession. Notwithstanding the foregoing, Tenant shall not be deemed in default under this Section 1.09 in the event the Landlord frustrates Tenant’s ability to Take Possession.

## SECTION 1.10: EXCUSE OF LANDLORD'S PERFORMANCE:

Anything in this Agreement to the contrary notwithstanding, the Landlord and Tenant shall not be deemed in fault with respect to failure to perform any of the terms, covenants, and conditions of the Lease, if the same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing through Act of God or other caused beyond the control of the Landlord or the Tenant.

## SECTION 1.11: REAL ESTATE TAXES:

The Parties agree that Tenant's responsibility for real estate taxes shall not exceed the amount of Seven Thousand, Five Hundred Dollars and 00/100 cents (\$7,500.00) in any given year.

## ARTICLE II

### **CONSUMER PRICE INDEX, CAM, AND ADDITIONAL RENTS**

SECTION 2.01: C.P.I. INCREASE IN FIXED MINIMUM ANNUAL RENT: The Parties agree that the Minimum Monthly Rent, as indicated illustrated in Section 1.07, shall represent Tenant's entire rental payment obligation to Landlord. Such Minimum Monthly Rent figures shall be inclusive of Tenant's Rent, CAM, Insurance, and Taxes, and Landlord shall not seek additional sums from Tenant unless specifically indicated herein.

### SECTION 2.02: SALES, USE, AND RENT TAXES:

N/A

### SECTION 2.03: INSURANCE:

The Landlord, at Landlord's expense, has purchased term and extended coverage and public liability insurance insuring the Shopping Center of which these demised premises are a part. The Landlord, at Landlord's expense, may hereafter raise such coverage in such amounts as Landlord from time to time deems necessary, at Landlord's sole discretion, or as required by the holders of the mortgages encumbering the property. Such policies may insure the Shopping Center, of which these demised premises are apart, and other properties and locations.

### SECTION 2.04: CONTROL OF COMMON AREAS BY OWNER:

All automobile parking areas, driveways, entrances, and exits thereto, and other facilities furnished by Landlord in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other areas and improvements provided by Landlord for the general use, in common, of Tenants, their officers, agents, employees, and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Landlord shall have the right to construct, maintain, and operate lighting facilities on all said areas and improvements; to police the same, from time to time to change the area, level, location, and arrangement of the parking areas and other facilities hereinabove referred to; to restrict parking by Tenants, their officers, agents and employees, to employed parking areas; to enforce parking charges (by operation of meters or otherwise); with appropriate provisions for free parking ticket validating by Tenants; to close all or any portion of said areas or facilities by such extent as may, in the opinion of Landlord's Counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities, to discourage non-customer parking, and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgments, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Landlord will operate and maintain the common facilities referred to above, in such a manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities. Notwithstanding any of the above, Tenant shall continually have the exclusive right to no less than twenty (20) total parking spaces at all times. If the spaces directly adjacent to Lease Premises are unavailable for any reason, Tenant shall be given the exclusive right to the twenty (20) parking spaces closest in proximity to the Leased Space.

### SECTION 2.05: LICENSE:

All common areas and facilities not within the leased premises which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license and if the amount of such areas be diminished, the Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction, provided such diminution does not materially affect Tenant's use of the leased premises. Notwithstanding the foregoing, Tenant's use of the loading docks shall be continuous and Landlord agrees that Landlord shall do nothing to prevent, enjoin, and/or limit Tenant's access or use of the loading docks. Landlord understands Tenant's ability to use the loading dock space is a material inducement to Tenant

entering into this Lease Agreement and without such, Tenant would not have entered into this Lease Agreement.

#### SECTION 2.06: TENANT TO BEAR PRO RATA SHARE OF SHOPPING CENTER

Operating COSTS:

CAM is included in the Minimum Monthly Rent

#### SECTION 2.07: ADDITIONAL RENT:

In order to give Landlord a lien of equal priority with Landlord's lien for rent, and for no other purpose, any and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered "additional rent". If such amounts or charges are not paid at the time provided for in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

#### SECTION 3.01: LANDLORD'S OBLIGATIONS:

Any work shall be performed by the Tenant at its own cost and expense, provided that the written approval of the Landlord be first obtained, which shall not be unreasonably withheld, and that such improvements and alterations are done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the demised premises, provided that at the expiration of the Lease, or any extension thereof: Tenant, at its own expense, if requested to do so by Landlord, shall restore the within demised premises to its original condition and repair any damage to the premises resulting from the installation or removal of such partitions, fixtures, or equipment as may have been installed by Tenant. Landlord shall give written approval or disapproval within ten (10) working days. Failure to respond within ten (10) days will be deemed as Landlord's consent for Tenant to proceed with any and all requested improvements and/or alterations. If requested by Landlord, Tenant, prior to commencing any such changes, additions, or alterations, shall furnish to Landlord a good and sufficient bond for the cost of said work, acceptable to Landlord, conditioned that it will save Landlord harmless from payment of any claims, whether by way of damages or liens. The Tenant agrees to protect, indemnify, and save harmless the Landlord on account of any injury to third persons or property reason of any such changes, additions, or alterations, and to protect, indemnify, and save harmless the Landlord from payment of any claim of any kind or character on account of bills for labor or materials in connection therewith. Furthermore, subject to the terms herein, Landlord hereby consents to Tenant's right to create an outside patio area.

#### SECTION 3.02: ACCEPTANCE BY TENANT:

Tenant certifies that it has inspected the leased premises and has concluded there is currently one existing leak in the roof along the center of the building, in the area the roof is dropped and V-Shaped. This leak shall be repaired within ninety (90) days of the Lease Commencement Date. Landlord shall be responsible to fix any roof leaks not resulting from Tenant's equipment within five (5) days of written notification thereof. Should certified roof inspectors hired and paid for by Tenant and corroborated by similar hired and paid for by Landlord, agree that roof should be replaced in its entirety, Landlord shall commence replacement in reasonable amount of time at Landlord's expense.

#### SECTION 3.03 CHANGES AND ADDITIONS TO BUILDING:

Landlord hereby reserves the right during non-peak hours to perform maintenance operations and to make repairs, alterations, or additions to, and to build additional stores on the building in which the premises are contained and to build adjoining the same. Tenant shall be given a twenty (20) day notice for any work that might interfere with Tenant's ingress, egress or operations. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking and the enclosing and air conditioning of sidewalks in the Shopping Center from time to time, and to make alterations thereof or additions thereto and to build additional stores on any such building or buildings, and to build adjoining same. Tenant agrees to cooperate with Landlord permitting Landlord to accomplish any such maintenance, repairs, alterations, additions, or construction even though such may interfere with the operation of Tenant's business. Landlord will use its best efforts to minimize any interference with Tenant's ingress and egress from the leasehold. Should Landlord affect Tenant's ingress or egress for a time greater than four (4) hours, Landlord shall forgive Tenant's rent in a prorated amount based on the current

monthly rent. Should ingress or egress be affected by a time greater than thirty (30) days, at Tenant's exclusive option, this Lease Agreement shall be void for all future obligations and all deposits shall be returned to Tenant in a timely manner and without demand.

## ARTICLE IV CONDUCT OF BUSINESS BY TENANT

### SECTION 4.01: USE OF PREMISES:

Tenant shall use the leased premises for the purpose of conducting the business of a Brewery (which includes the production of malted beverages for both on premises consumption and off-premises distribution, retail sales, food service and outdoor seating). Tenant shall occupy the leased premises without delay upon commencement of the term of this Lease consistent with the requirements of Section 1.09 hereof, and shall conduct continuously in the leased premises, the business stated above. Tenant will not use or permit or alter the use of the leased premises for any other business or purpose.

### SECTION 4.02: OPERATION OF BUSINESS:

Tenant shall not perform any acts or carry on any practices which may damage the Shopping Center building or improvements, or be a nuisance or menace to other tenants in the Shopping Center or their customers, employees, or invitees, or which result in the increase of casualty insurance premiums.

### SECTION 4.03: CONSENT OF LANDLORD:

Tenant shall not permit any business, with the exception of holding companies related to Tenant or companies substantially owned by the same principles as 26<sup>th</sup> Degree Brewing Company, to be operated in or from the leased premises by any concessionaire or licensee without the prior consent of the Landlord, which shall not be unreasonably withheld. Landlord shall give written approval or disapproval within ten (10) working days of receiving said notice by Tenant. Failure of Landlord to respond within Ten (10) days will be deemed approval of Tenant's request.

## ARTICLE V

### SECURITY DEPOSIT

### SECTION 5.01: AMOUNT OF DEPOSIT:

Tenant, contemporaneously with the execution of the Lease, has deposited with the Landlord the sum of \$30,000.00 (Thirty Thousand dollars and 00/100), the receipt of which is hereby acknowledged by the Landlord. Said deposit shall be held by Landlord without liability or interest, and may be co-mingled with other funds of the Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease, any of the rent herein reserved shall be overdue and unpaid or any other sum payable by Tenant to Landlord hereunder shall be overdue or unpaid, then Landlord may, at the option of the Landlord, (but Landlord shall not be required to), appropriate and apply all or any portion of said deposit to the payment of such overdue rent or other sums.

### SECTION 5.02: USE AND RETURN OF DEPOSIT:

In the event of the failure of Tenant to keep and perform any of the terms, covenants, and conditions of this Lease, to be kept and performed by Tenant, then the Landlord, at its option and after any applicable cure period, may terminate this Lease or appropriate and apply said entire deposit or so much thereof as may be necessary to compensate the Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable by Tenant here under, then Tenant shall upon written demand of Landlord forthwith remit to the Landlord a sufficient amount in cash to restore said security to the

original sum deposited and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants, and conditions, and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by the Tenant to the Landlord hereunder, the said deposit shall be returned in full to Tenant at the end of the term of the Lease, or upon earlier termination of this Lease.

#### SECTION 5.03: TRANSFER OF DEPOSIT:

Landlord may deliver the funds deposited hereunder by Tenant, to the purchaser or Landlord's interest in the leased premises, in the event such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

### ARTICLE VI

#### SIGNS, AWNINGS, CANOPIES, FIXTURES, AND ALTERATIONS

##### SECTION 6.01: INSTALLATION BY TENANT

All fixtures installed by Tenant shall be new or completely reconditioned. Tenants shall not make or cause to be made any alterations, additions, or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings, or make any changes to the store front without first obtaining Landlord's written approval and consent, which shall not be unreasonably withheld.

Tenant shall present to Landlord plans and specifications for such work at the time approval is sought.

##### SECTION 6.02: RESPONSIBILITY OF TENANT:

All alterations, decorations, additions, and improvements made by Tenant, or made by Landlord on the Tenant's behalf, by agreement under this lease, shall remain the property of the Tenant for the term of this Lease, or any extension or renewal thereof. The Tenant shall at all times maintain fire insurance with extended coverage in the name of the Landlord and the Tenant, in an amount appropriate to cover the cost of replacement of all alterations, decorations, additions, or improvements in the event of fire or extended coverage loss. Tenant shall deliver to the Landlord certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Landlord ten (10) days' notice of cancellation of such policies. Such alterations, decorations, additions, and improvements shall not be removed from the premises without prior consent in writing from the Landlord. Upon expiration of this Lease, or any renewal term thereof, the Tenant shall remove all such alterations, decorations, and improvements, and restore the leased premises as provided in Section 7 hereof. If Tenant fails to remove such alterations, decorations and improvements, and restore the leased premises, then upon the expiration of this Lease, or any renewal thereof, and upon the Tenant's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Landlord and in such event, should Landlord elect, the Landlord may restore the premises to the original condition for the cost of which, with allowance for ordinary wear and tear, the Tenant shall be responsible and shall pay promptly upon demand. Notwithstanding the foregoing, Tenant's brew equipment shall not be considered fixtures and shall remain the exclusive property of the Tenant.

##### SECTION 6.03: TENANT SHALL DISCHARGE ALL LIENS:

Tenant shall promptly pay and obtain partial and final release of liens related to Tenant's work or improvements, from all contractors and material men, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by the Landlord. Tenant is not responsible for any liens related to or resulting from work done by Landlord, Landlord's agents, or in any other way not related to Leased premises or Tenant.

##### SECTION 6.04: SIGNS, AWNINGS, AND CANOPIES:

(a) Tenant will not place or permit to be replaced or maintained on any exterior door, wall or window of the leased premises any sign, awnings, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter, or advertising matter on the glass or any window or door, nor will any illuminated sign be placed in the window display area of the leased premises without first obtaining Landlord's written approval and consent.

(b) Tenant shall promptly erect a sign within the specifications as outlined by Landlord within the area designated by the Landlord. Tenant further agrees that such sign, awnings, canopy, decoration, lettering, advertising matter, or other thing as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by the Landlord for the section of the Shopping Center within which the leased premises are located, provided the Landlord does not materially change the criteria from that established as of the Commencement Date.

## ARTICLE VII

### REPAIRS AND MAINTENANCE OF THE LEASED PREMISES

#### SECTION 7.01: RESPONSIBILITY OF LANDLORD:

(a) Landlord agrees to repair and maintain in good order the exterior of the leased premises. There is an exception from the preceding covenant, however: (1) repair or replacement of broken plate or window glass (except in case of damage by fire or other casualty covered by Landlord's fire and extended coverage policy), (2) repair of damage caused by Tenant, its employees, agents, contractors, customers, invitees, and (3) interior repainting and redecoration, in no event, however, shall Landlord be liable for damages or injuries arising from the failure to make said repairs, nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials in making any such repairs, unless Tenant shall give Landlord five (5) days prior written notice of the need for such repairs or of such defective workmanship.

(b) Except as hereinabove provided in Subparagraph (a), Landlord shall not be obligated or required to make any other repairs, and all other portions of the leased premises shall be kept in good condition by Tenant, and at the end of the term of this Lease, Tenant shall deliver the leased premises to the Landlord in good repair and condition, reasonable wear and tear and damage from fire or other casualty excepted.

#### SECTION 7.02: RESPONSIBILITY OF TENANT:

(a) Without limiting the generality of the foregoing Subparagraph 7.01, the Tenant agrees to repair and maintain in good order and condition, or replace, if necessary, the nonstructural interior portion of the leased premises, whether the same shall be the property of the Tenant or Landlord, including, to the extent applicable, heating units, store fixtures, store equipment, air conditioning equipment, electrical fixtures and equipment, electrical installations, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior painting or decorations of any kind, all doors and window screens; and shall replace all broken or damaged glass, including window glass and plate glass. Such repairs and replacements shall be made only by persons approved, in advance, in writing by Landlord, and any repairs or replacements to property of Landlord shall be and become the property of the Landlord. If Tenant does not make such repairs or replacements in a prompt fashion, Landlord may at its option, do so, and the cost of such shall be deemed delinquent rent for purposes hereof.

(b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the leased premises of the building of which the leased premises constitutes a portion.

(c) Tenant shall comply with the requirements of all laws, orders, ordinances, and regulations of all governmental authorities and will not permit any waste of property to be done and will take good care of the leased premises at all times.

(d) At a reasonable time (as defined below) and upon reasonable written notice, (as defined below), Landlord reserves the right to enter upon the leased premises and to make such repairs and to do such work on or about said premises as Landlord may deem desirable, necessary or proper, or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect said premises at all reasonable times and show same to prospective tenants and purchasers.

The Landlord may enter the dwelling unit upon reasonable written notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable written notice" for the purpose of repair is written notice given at least 12 hours prior to the entry, and "reasonable time" for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m., Monday thru Friday.

(f) All property belonging to Tenant or any occupant of the leased premises or the Shopping Center shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof unless said damage is caused by Landlord, Landlord's agents, or property belonging to Landlord.

(g) At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in (upon delivery of possession) thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Landlord. Tenant shall remove all its trade fixtures and any alterations or improvements which Landlord requests be removed before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused hereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of the Lease. "Trade fixtures" shall refer to any and all equipment involved in the manufacturing, dispensing or packaging of malt beverages, or any other item not considered a permanent fixture of the leased premises which was installed or placed by Tenant.

## ARTICLE VIII

### INSURANCE AND INDEMNITY

#### SECTION 8.01: LIABILITY INSURANCE:

Tenant shall, during the entire term hereof, keep in full force and effect bodily injury and property damage comprehensive public liability insurance with respect to the leased premises for the combined single coverage of not less than \$1,000,000.00. The policy shall name the Landlord, any person, firm, or corporation designated by Landlord and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord (ten) days prior written notice. The insurance shall be placed with an insurance company approved by Landlord, and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord.

#### Section 8.02: PLATE GLASS INSURANCE:

The replacement of any plate glass damaged or broken from any cause whatsoever in and about the leased premises shall be Tenant's responsibility. Tenant shall, during the entire term hereof, keep in full force and effect a policy of plate glass insurance covering all the plate glass of the leased premises. The policy shall name Landlord and any person, firm, or corporation designated by Landlord and Tenant as insured and shall contain a clause that the insured will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice. The insurance shall be in an insurance company approved by the Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord.

#### SECTION 8.03: INCREASE IN FIRE INSURANCE PREMIUM:

(a) Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the leased premises any article which may be prohibited by the standard form of the fire and extended risk insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the leased premises, whether or not, Landlord has consented to same. Landlord shall furnish Tenant with fire insurance policy prior to any allocation of additional insurance costs not currently included in minimum monthly rent. In determining whether the increased premiums are the result of Tenant's use of the leased premises, a schedule issued by the organization making the insurance rate on the leased premises, showing the various components of such rate shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the leased premises. Tenant agrees to promptly make, at Tenant's cost, any repairs, alterations, changes and/or improvements to equipment in the leased premises required by the company issuing Landlord's fire insurance so as to avoid the cancellation of, or the increase in premiums on said insurance.

(b) In the event Tenant's occupation and use of the leased premises causes any increase in premiums for the tire, boiler, and/or casualty rates on the leased premises or any part thereof above the rate for the usual and customary type of occupancy permitted in the premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof.

#### SECTION 8.04: INDEMNIFICATION OF LANDLORD:

Tenant shall indemnify Landlord and save harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property rising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by Tenant of the leased premises or any part thereof unless such claims are the result of Landlord's negligence. In the case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold harmless Landlord and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Landlord in enforcing the covenants and agreements in this lease.

Landlord shall indemnify Tenant and save harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property rising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by Landlord of the leased premises or any part thereof unless such claims are the result of Tenant's negligence. In the case Tenant shall be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold harmless Tenant and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Tenant in enforcing the covenants and agreements in this lease.

#### SECTION 8.05: WAIVER OF SUBROGATION:

Tenant and Landlord hereby waive unless said waiver should invalidate any such insurance, Tenant's and Landlord's right to recover insured damages against each other for any reason whatsoever. Any insurance policy procured by Tenant shall contain an expressly waive any right of subrogation by the insurance company against Landlord. All public liability and property damage policies shall contain an endorsement that Landlord, although named as an insured, shall nevertheless be entitled to recover for damages caused by the negligence of Tenant. Landlord shall use its best efforts to obtain the waiver of any right or subrogation by the insurance company of Landlord against Tenant.

### ARTICLE IX

#### SECTION 9.01: UTILITIES:

Tenant shall, at its own cost and expense, pay all charges when due for gas, electricity, heat, water, sewer and dumpster and any other utility charges incurred in the use of the leased premises. Tenant shall not be responsible for any water connection fee greater than \$50,000 and Tenant shall not be responsible for any offsite improvements that might come as a result of permit applications prior to Tenant receiving a certificate of occupancy or equivalent allowing it to open to the public for business. Should Landlord fail to pay for offsite improvements, Tenant shall have the option to terminate this Lease Agreement and all deposits shall be returned in a timely manner and without demand.

### ARTICLE X

#### OFFSET STATEMENT, ATTORNMENT, & SUBORDINATION

#### SECTION 10.01: SUBORDINATION:

Tenant will subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter, in force against the land and buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the leased premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self operative and no further instrument of subordination shall be required by any mortgagee, but Tenant agrees upon request of Landlord, from time to time to promptly execute any and all documents evidencing such subordination.

## ARTICLE XI

### ASSIGNMENT & SUBLetting

#### **SECTION 11.01: CONSENT REQUIRED:**

Tenant may not assign this Lease in whole or in part nor sublet all or any portion of the leased premises without the prior written consent of Landlord in each instance, which shall not unreasonably withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease shall be assigned or if the leased premises or any part thereof shall be underlet or occupied by any assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupants as tenants, or release of the Tenant from the further performance by Tenant of this covenant on the part of Tenant herein contained. This prohibition against assignment or subletting shall be construed to include prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary, as well as the sale of a controlling interest of Tenant. Notwithstanding the above, this Agreement may be assigned by Tenant to any entity which acquires all or substantially all of the business and assets of the assigning Party, or to any entity into which the Tenant is merged or consolidated. In such event, any assignment or sublease the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of the Lease.

## **ARTICLE XII** **WASTE AND GOVERNMENTAL REGULATIONS**

#### **SECTION 12.01: WASTE OR NUISANCE:**

Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center. Notwithstanding the foregoing, Tenant shall be allowed live or recorded music to be played onsite up to 80 decibels measure 500 feet from Shopping Center. Tenant may operate during all hours allowed by city ordinance.

#### **SECTION 12.02: GOVERNMENTAL REGULATIONS:**

Tenant shall at Tenant's sole cost and expense comply with all county, municipal, state, federal, and other applicable governmental authorities now in force or which may hereafter be in force pertaining to the said premises and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force.

## ARTICLE XIII OPERATING RULES & REGULATIONS

#### **SECTION 13.01:**

Landlord shall establish rules and regulations at Landlord's sole discretion. Landlord reserves the right to amend the rules and regulations from time to time and Tenant agrees to comply with all the rules and regulations provided that such rules and regulations apply uniformly to all Tenants of the Shopping Center, with the exception of operating hours of which fall within those allowed by the City of Pompano Beach.

## ARTICLE XIV

**SECTION 14.01: CHANGE OF NAME: N/A**

**SECTION 14.02: SOLICITATION OF BUSINESS:**

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas without the written consent of the Landlord.

**SECTION 14.03: MERCHANTS ASSOCIATION:**

N/A

**ARTICLE XV**

**DESTRUCTION OF THE LEASED PREMISES**

**SECTION 15.01: TOTAL OR PARTIAL DESTRUCTION:**

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault of the Tenant, but are not hereby rendered untenable in whole or in part, Landlord shall at its own cost cause such damage, except to Tenant's equipment and trade fixtures, to be repaired to original condition and the minimum rent and other charges shall not be abated. If by reason of such occurrence the premises shall be rendered untenantable only in part, Landlord shall at its own expense cause the damage except to Tenant's equipment and trade fixtures, to be repaired, to the original condition and to the extent of Landlord's original obligation to construct pursuant to Section 3.01, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenantable, and for the applicable period of time that the leased premises remain untenantable. If the premises shall be rendered wholly untenantable by reason of such occurrence, the Landlord shall at its own expense cause such damage except to Tenant's equipment and trade fixtures, to be repaired to original condition and to the extent of the Landlord's original obligation to construct pursuant to Section 3.01, and the fixed minimum rent shall be abated in whole except that Landlord shall have the right to be exercised by notice in writing, delivered to Tenant within sixty (60) days after said occurrence, to elect not to reconstruct the destroyed premises and in such event this Lease and the tenancy hereby created, shall cease as of the date of the said occurrence and all deposits shall be returned without demand or delay without demand or delay. Nothing in this Section shall be construed to permit the abatement in whole or part of the percentage minimum rent, nor changes for common area maintenance and real estate taxes attributable to any period during which the demised premises shall be untenantable condition, nor shall there be any abatement in these items or the fixed minimum rent if such damage is caused by fault of the Tenant.

**SECTION 15.02: PARTIAL DESTRUCTION OF SHOPPING CENTER:**

In the event that fifty (50%) percent or more of the rentable area of the building in which the leased premises are located shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein, and that the leased premises may be unaffected by such fire or other case, Landlord shall have the right, to be exercised by notice, in writing, delivered to Tenant within sixty (60) days after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time and the security deposit shall be refunded in total, upon the thirtieth day after such notice is given, and Tenant shall vacate the leased premises and surrender same to Landlord.

**ARTICLE XVI**

**SECTION 16.01: TOTAL CONDEMNATION:**

If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to the date and Tenant shall have no claim against the Landlord, and Landlord shall have no claim against Tenant, for the value of any unexpired term of this Lease.

**SECTION 16.02: PARTIAL CONDEMNATION:**

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking and this Lease shall continue in full force and effect except that the fixed minimum annual rent shall be reduced in proportion to the portion of the leased premises lost in the taking.

**SECTION 16.03: LANDLORD'S DAMAGES:**

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Tenant shall be entitled to a proportional amount of the award, as damaged or otherwise, for such condemnation if it affected Leased Premises.

**ARTICLE XVII****DEFAULT OF TENANT****SECTION 17.01: EVENT OF DEFAULT:**

The occurrence of any of the following, after thirty (30) days written notice ("Cure Period") unless otherwise indicated, shall constitute an event of default hereunder:

- (a) Failure of Tenant to take possession within the time period specified in Section 1.09 hereof.
- (b) [Intentionally omitted.]
- (c) Discontinuance by Tenant of the conduct of its business in the leased premises.
- (d) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent or for the reorganization or for the appointment of a receiver or trustee of Tenant's property, an assignment by Tenant for the benefit of creditors, or the taking of possession of the property of the Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant, or a filing by Tenant for reorganization under Chapter XI of the Bankruptcy Act.
- (e) Failure of the Tenant to pay when due any installment for rent hereunder or any other sum herein to be paid by the Tenant, after any applicable grace or cure periods.

(f) Vacating or deserting of the leased premises or permitting the same to be empty or unoccupied.

(g) Tenant's removal or attempt to remove, or manifesting an intention to remove Tenant's goods or property from or out of the leased premises otherwisc than in the ordinary and usual course of business, without having first paid and satisfied the Landlord for all rent which may become due during the entire term of this Lease.

(h) Tenant's failure to perform any other covenant or condition of this Lease within Cure Period after written notice of any such other covenant or condition.

## SECTION 17.02: RIGHTS OF LANDLORD UPON DEFAULT BY TENANT:

1. If the Tenant is in default as defined in Section 17.01 of this Lease then the Landlord, in addition to all the rights and remedies granted under the Laws of the State of Florida and after undergoing all necessary court processes required by state statute, shall have any or all of the following rights:

(a) To re-enter and remove all persons and property from the leased premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or being liable for any loss or damage which may be occasioned thereby.

(b) Elect to declare the entire minimum rent for the balance of the term due and payable forthwith.

(c) Terminate the Lease and relet the premises for account of the Landlord or within the sole discretion of Landlord, the premises may be re-let for the account of the Tenant at which time all obligations required by this lease shall be relieved.

2. In case suit shall be brought by Landlord for the recovery of possession of the leased premises or for the recovery of rent or because of the breach of any covenant by the Tenant, and if the Landlord is successful in such litigation, then the Tenant shall pay all cost of said litigation including a reasonable attorney's fee.

3. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws, in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of the leased premises by reason of the violation by Tenant of any of the covenants or conditions of this Lease or otherwise.

## SECTION 17.03: WAIVER:

The waiver by any Party of any breach of any term, condition or covenant herein contained shall not be a waiver of such term, condition, covenant, or any subsequent breach of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant, unless stated herein. No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of the Landlord to enforce any rights hereunder, shall not be deemed a waiver or forfeiture or a waiver of the right of Landlord to annul the Lease or to re-enter said leased premises or to re-let same.

## SECTION 17.04: EXPENSES OF ENFORCEMENT:

In the event of a breach of this Lease by Tenant, the Tenant shall pay all costs incurred by Landlord arising from the breach, inclusive of reasonable attorney's fees on both the trial and appellate levels. In the event of a breach of this Lease by Landlord, the Landlord shall pay all costs incurred by Tenant arising from the breach, inclusive of reasonable attorney's fees on both the trial and appellate levels.

## ARTICLE XVIII

### ACCESS BY LANDLORD

## SECTION 18.01: RIGHT OF ENTRY:

Landlord or Landlord's Agents shall have the right to enter the leased premises, after giving advanced written notice of 24 hours at all non-peak hours to examine the same and to show them to prospective purchasers or lessees of the building, and to make such repairs, or alterations, improvements, or additions as Landlord may deem necessary or desirable and Landlord shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements, or conditions are being made unless Tenant is prevented from operating in the leased premises, in whole or in part, in which event rent shall be proportionately abated during the said period. During the six (6) months prior to the expiration of the term of this Lease or any renewal term the Landlord may exhibit the premises to prospective tenants or purchasers and place upon the premises the usual notices "For Rent" or "For sale", which notices Tenant shall permit to remain thereon without molestation. If the Tenant shall not be reasonably available to open and permit an entry into said premises at the specified non-peak time any reasonable time when for any reason an entry herein shall be necessary or permissible the Landlord or Landlord's Agents may enter the same without in any manner affecting the obligations and covenants of this Lease, nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility, or liability whatsoever for the care, maintenance, or repair of the building or any part hereof except as otherwise contained herein specifically provided.

## SECTION 18.02: EXCAVATION:

If an excavation shall be made upon land adjacent to the leased premises or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the leased premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the leased premises form a part, from injury or damage and to support the same by proper foundations without any claim for damages or indemnification against the Landlord or diminution or abatement of rent.

# ARTICLE XIX

## TENANT'S PROPERTY

## SECTION 19.01: TAXES ON LEASEHOLD:

Tenant shall be responsible for and shall pay before delinquent all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the leased premises by the Tenant.

## SECTION 19.02: LOSS AND DAMAGE:

Landlord shall not be responsible for any damage to property of Tenant or others located on the leased premises, nor for the loss or damage to any property of Tenant or of others by theft or otherwise except in the event that damages are created as a result of Landlord or Landlord's agents negligence. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the leased premises or from the pipes, appliances, plumbing works or from the roof, street, or subsurface, or from any other place or by dampness or by another cause of whatsoever nature except in the event that damages are created as a result of Landlord or Landlord's agents negligence. Landlord shall not be liable for any such damage caused by other tenants or persons in the leased premises, occupants of adjacent property, or the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part except for a period of two (2) years from the date Tenant takes possession of the leased premises. All property of Tenant kept or stored on the leased premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers except in the event that damages are created as a result of Landlord or Landlord's agent negligence.

## SECTION 19.03: NOTICE BY TENANT:

Tenant shall give immediate written and verbal notice to the Landlord in case of fire or accidents in the leased premises or in the buildings of which the leased premises are a part or of defects therein or in any furniture or equipment. Written notice shall be by prepaid, certified mail, return receipt requested.

## ARTICLE XX

### HOLDING OVER AND SUCCESSORS

#### SECTION 20.01: HOLDING OVER:

In the event the Tenant remains in possession of the leased premises after the expiration of the tenancy created hereunder and without execution of a new lease, the Tenant, at the option of the Landlord, shall be deemed to be occupying the said leased premises as a Tenant from month to month at a monthly rental rate equal to two times the minimum rent payable during the last month of the lease term, and a twenty-five (25%) percent increase for each month occupying said demised premises thereafter.

#### SECTION 20.02: SUCCESSORS:

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, and if there shall be more than one Tenant they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by the Landlord in writing, as provided here in Section #11 hereof. Nothing contained in this Lease shall in any manner restrict the Landlord's right to assign or encumber this Lease and in the event the Landlord sells its interest in the shopping Center and the purchaser assumes the Landlord's obligation and covenants Landlord shall thereupon be relieved of all further obligations hereunder.

## ARTICLE XXI

### QUIET ENJOYMENT

#### SECTION 21.01: LANDLORD'S COVENANT:

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

## ARTICLE XXII

### MISCELLANEOUS

#### SECTION 22.01: ACCORD AND SATISFACTION:

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

#### SECTION 22.02: ENTIRE AGREEMENT:

This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between the

Landlord and the Tenant concerning the leased premises and there are no covenants, promises, conditions, or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by them.

#### SECTION 22.03: FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reasons of a like nature not the fault of the party delayed in performing the work or in doing the acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period of such delay. The provisions of this Section 22.03 shall not operate to excuse the Tenant from the prompt payment of rent, percentage rent, additional rent, or any other payments required by the terms of this Lease.

#### SECTION 22.04: NOTICES:

(a) All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing and email. All notices and demands by the Landlord to the Tenant shall be sent by email and by Certified United States Mail, postage prepaid, addressed to the Tenant at the leased premises, and to the address herein below, or to other such place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by Tenant to the Landlord shall be sent by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to the Landlord at the address set forth herein below, and to such other person or place as the Landlord from time to time designate in a notice to the Tenant.

LANDLORD: Atlantic Square Properties Inc.  
800 East Hallandale Beach Blvd. suite 23  
Hallandale, FL 33009

TENANT: 26TH DEGREE BREWING COMPANY, LLC  
2600 E Atlantic Blvd.  
Pompano Beach, FL 33062  
Email: liebz15@gmail.com

(b) Notice to either party shall be deemed sufficient if mailed, postage paid, by certified mail, return receipt requested. Notice shall be deemed properly given if addressed to Tenant at the last known address, if such certified or registered mail is refused.

#### SECTION 22.05: TENANT DEFINED, USE OF PRONOUN:

The word "Tenant" shall be deemed and taken to mean that each and every person or party mentioned as a Tenant herein shall be the same one or more, and if there shall be more than one Tenant any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given to all thereof. The use of the neuter, singular pronoun to refer to the Landlord or the Tenant shall be deemed proper reference even though the Landlord or the shall be deemed proper reference even though the Landlord or the Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

#### SECTION 22.06: BROKERS COMMISSIONS:

Landlord agrees to pay Tenant's agent, (JACQUELINE MENDEZ, P.A., COLDWELL BANKER COMMERCIAL NRT. 2690 Weston Road | STE 101 | Weston, FL 33331) a commission in the amount of \$7,500 in one (1) installment. Payment one will be in the amount of \$7,500 on August 1<sup>st</sup>, 2014.

#### SECTION 22.07: PARTIAL INVALIDITY:

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

#### SECTION 22.08: ESTOPPEL CERTIFICATE:

Landlord and Tenant agree that each will at any time and from time to time within ten (10) days following written notice by the other party hereto specifying that it is given pursuant to this Section, execute, acknowledge, and deliver to the party who gave such notice, a statement in writing, certifying that this Lease is unmodified and in full force and effect, or if there have been any modifications, that the same is in full force and effect and stating the modifications and the date to which the minimum rent and any other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not to the best of knowledge of the signer of such certificate, that the other party is in default in performance of any covenant, agreement, or condition contained in this Lease, and if so, specify each such default of which the signer may have knowledge and if requested, such financial information concerning Tenant and Tenant's business operations (and the guarantor of the Lease, if the Lease be guaranteed) as may reasonably be requested by any mortgagee or prospective mortgagee or purchaser. The failure of either party to execute, acknowledge, and deliver to the other a statement in accordance with the provisions of this Section within said ten(10) business day period shall constitute an acknowledgment, by the party given such notice, which may be relied on by any person holding or proposing to acquire an interest in the Shopping Center or any part thereof, or the leased premises of this Lease from or through the other party, that this Lease is unmodified and in full force and effect and the such rents have been duly and fully paid to and including the due dates immediately preceding the date of such notice and shall constitute, as to any person entitled as aforesaid to rely upon such statement, a waive of any defaults which may exist prior to the date of such notice provided, however, that nothing contained in the provisions of this Section shall constitute a waiver by the Landlord of any default in payment of rent or other charges existing as of the date of such notice and unless expressly consented to in writing by the Landlord, Tenant shall still remain liable for the same and such nonpayment shall continue to constitute a default by Tenant under this Lease not cured or waived by reason of Landlord's not having furnished such a statement or certificate within the prescribed time period above set forth.

#### SECTION 22.09: RECORDING:

The Landlord shall have the right to record this Lease and, at the request of the Landlord, Tenant agrees to execute the necessary acknowledgment required to record the Lease, in either short form or long form. Tenant shall not record this Lease without the written consent of the Landlord.

#### SECTION 22.10: OUTSIDE DISPLAYS:

The Tenant shall not display any merchandise, place vending machines or showcases, or other obstructions on the outside of the building of the leased premises, or in any lobby or passageway adjoining the same, which shall extend beyond the store front of the leased premises with the exception of landscaping, outdoor and/or patio seating and other items if previously approved by Landlord.

#### SECTION 22.11: EXCULPATION:

Tenant agrees that it shall look solely to the estate and property of the Landlord, in the land and buildings comprising the Shopping Center of which the leased premises are a part, for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease, to be observed and/or performed by Landlord, and no other property or estates of the Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of Tenant's remedies.

#### SECTION 22.12: COMMENCEMENT FORM:

Tenant is to execute the Commencement Form, at the request of the Landlord, setting forth

the commencement and ending date of this Lease.

#### SECTION 22.13: GUARANTY OF LEASE: N/A

#### SECTION 22.12: ATTACHMENTS:

Exhibits, and RULES & REGULATIONS, are attached to this Lease are a part of this Lease, and are incorporated herein as if fully set forth herein.

### ARTICLE XXIII

#### SPECIAL CLAUSES:

#### SECTION 23.00: SPECIAL CLAUSES:

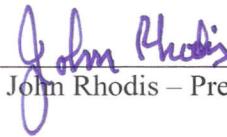
1. Landlord agrees to give Tenant twelve (12) months of free rent starting August 1<sup>st</sup>, 2014 until July 31<sup>st</sup>, 2015 as a concession for work and improvements that will be completed by the Tenant and at Tenant's sole expense.
2. Tenant agrees to take the space in "AS IS" condition and responsible for any and all repairs or replacements to the space with the exception of items discussed in Section 3.02.
3. Landlord agrees to terminate the lease agreement between the parties without delay in the event that State, County, City or other local laws and ordinances prohibit the Tenant from conducting business or from being able to produce at least 30,000 of malted beverage per year. This includes but is not limited to all permit and use approvals required prior to Tenant beginning construction of improvements. Tenant must show proof from any of the State, County, City or other local Municipalities that make such changes which prohibits Tenant from conduction business.
4. Tenant shall not be responsible for any offsite improvements that might come as a result of permit applications prior to Tenant receiving a certificate of occupancy or equivalent allowing it to open to the public for business. Landlord reserves the right to refuse such offsite improvements. Should Landlord refuse offsite improvements, Lease shall be terminated and all deposits returned.

IN WITNESS WHEREOF the parties have executed this Lease this 2 day of July, 20 14.

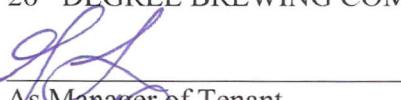
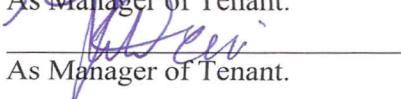
ATTEST:

  
\_\_\_\_\_  
Julia Dineen

Atlantic Square Properties, Inc.  
a Florida Corporation, "LANDLORD"

BY:   
\_\_\_\_\_  
John Rhodis – President

26<sup>th</sup> DEGREE BREWING COMPANY, LLC "Tenant"

  
\_\_\_\_\_  
As Manager of Tenant.  
  
\_\_\_\_\_  
As Manager of Tenant.

Witnesses to Tenant

BY: Charlotte Tunc  
BY: Donna R. Kowalewski

## RULES & REGULATIONS

(a) All loading and unloading of goods shall be done at such time, in the areas, and through the entrances designated and designed by Landlord.

(b) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the leased premises, prepared for collection, in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish,

(c) No radio or television or other similar device shall be installed without first obtaining in each instance, the Landlord's consent, in writing, No aerial shall be erected on the roof or exterior walls of the leased premises or on the grounds without, in each instance, first obtaining the Landlord's consent, in writing. Any aerial so installed without such consent shall be subject to removal without notice, at any time.

(d) No loud speakers, television, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the leased premises, without the prior written consent of the Landlord,

(e) The exterior areas immediately adjoining the leased premises shall be kept clean and free from dirt and rubbish by Tenant, to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(f) Tenant and Tenant's employees shall park their cars only in those parking areas that may be designated for that purpose by Landlord. Tenant shall furnish Landlord with the State Automobile License Numbers assigned to Tenant's car or cars of the Tenant's employees within five (5) days after taking possession of the leased premises, and shall notify Landlord of any change within five (5) days after such changes occur.

(g) The plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substances of any kind shall be thrown therein, and the expense of any breakage, stoppage, or drainages resulting from a violation of this provision shall be borne by the Tenant, who shall, or whose employees, agents, or invitees shall, have caused it.

(h) Tenant shall use at Tenant's expense, such pest extermination contractor, as Landlord may direct and at such intervals as Landlord may require. Notwithstanding the foregoing, Tenant may employ, at Tenant's expense, a pest extermination contractor approved by Landlord. Landlord's approval shall not be unreasonably withheld,

(i) Tenant shall not burn any trash or garbage of any kind in or about the leased premises.

(j) Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants or the Shopping Center or their officers, employees, agents, customers, or invitees.

(k) Tenant shall not commit or suffer to be committed any waste upon the premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center,

(l) Tenant shall at Tenant's sole cost and expense comply with all of the requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force pertaining to the premises, and shall faithfully observe in the use of the premises, all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders, and other requirements issued or made pursuant to any such ordinances and statutes.

(m) Landlord reserves the right from time to time to suspend, amend, or supplement the foregoing rules and regulations and to adopt and promulgate additional rules and regulations applicable to the leased premises of the Shopping Center. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant.

(n) Tenant agrees to comply with all rules and regulations upon notice to Tenant from Landlord, provided that such rules and regulations shall be reasonable and shall apply uniformly to all Tenants of the Shopping Center.

(o) The sign criteria for the Shopping Center was developed by a Shopping Center Architect. All tenants must have fascia and canopy signs in accordance with the specifications provided in the following paragraphs, and approved by Landlord.

(1) Signs must be individual neon channel letters of upper or lower case; a mixture of upper and lower case; or script style letters.

(2) Letters must be mounted on six inch by eight inch dark bronze aluminum raceway.

(3) Unless otherwise detonated by the Landlord, in its sole discretion, all letters on the raceway must be channel construction; all signs shall have an ivory plastic base, white jeweled trim, brushed aluminum returns of not more than four and one-half inches, and be internally illuminated by neon tubing. The length of such signs shall not exceed seventy percent of the store width, centered from top to bottom, and shall be placed entirely within the boundaries of the sign panel. The maximum height of these letters shall not exceed eighteen inches.

(4) Minimal bracing and conduit connections into wall are to be used. One-eighth inch flat bar bracing is to be used inside wall, where required.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THESE RULES & REGULATIONS THIS 2<sup>nd</sup> DAY OF July, 2014.

26<sup>TH</sup> DEGREE BREWING COMPANY, LLC

