

**SECOND AMENDMENT TO SHOPPING CENTER LEASE**

THIS SECOND AMENDMENT TO SHOPPING CENTER LEASE (“Second Amendment”) is effective as of the 1st day of December 2022, (the “Effective Date”) by and between GREATER ORLANDO AVIATION AUTHORITY, (“Landlord”) and SAM ASH FLORIDA MEGASTORES, LLC, a Florida limited liability company (“Tenant”).

**WITNESSETH:**

WHEREAS, the predecessors in interest of Landlord and Tenant entered into that certain Shopping Center Lease dated April 9, 1997 (the “Lease”) for certain premises (the “Demised Premises”) located in the Colonial Promenade Shopping Center (“Shopping Center”) in the City of Orlando, Orange County, State of Florida; and

WHEREAS, the Lease was amended by that certain First Amendment to Shopping Center Lease dated July 3, 1997 (the “First Amendment”); and

WHEREAS, the Tenant has exercised all three (3) of its renewal options provided in the Lease with no remaining renewal options, and the Lease is scheduled to expire on November 30, 2022.

WHEREAS, the Landlord and Tenant desire to extend Term of the Lease for one (1) additional five (5) year Extension and further amend, modify and otherwise alter the terms and provisions of the Lease as hereinafter set forth in this Second Amendment.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Site Plan and Demised Premises. Exhibit A to the Lease is deleted with the **Exhibit A** attached to this Second Amendment showing the Site Plan and Demised Premises being substituted in its place as of the Effective Date. Article A. Paragraph D. is amended as of the Effective Date as follows:

The Common Areas as shown on the Site Plan are a material consideration for Tenant entering into the Lease. Landlord may, without Tenant’s prior written consent, make changes to the Common Areas, which include, but are not limited to, altering the landscaping, parking configuration and lighting, as well as the construction of buildings on the outparcels. Landlord may also allow food trucks, art shows and other events designed to increase customer traffic in the shopping center without Tenant’s prior written consent. Notwithstanding the forgoing, Landlord agrees that it will not construct any permanent buildings directly in front of the Demised Premises.

2. Leasable Area. Article A Paragraph B of the Lease is amended to provide that the leasable floor area is 38,187 sq. ft., and Rent will be calculated based on 38,187 sq. ft. as of the Effective Date.

3. Tenant's Proportionate Share. As of the Effective Date, Tenant's Proportionate Share of the Real Estate Taxes and Common Area Costs is 20.0432% currently estimated at \$2.74 per leasable square foot subject adjustment annually.

4. Term. The Term of the Lease is hereby extended for one (1) additional five (5) year period (the "Fourth Extension Term") commencing on December 1, 2022 and expiring November 30, 2027 (the "Expiration Date") under all the same terms, covenants, and conditions of the Lease, except as expressly modified in this Second Amendment. From and after the Effective Date hereof, the words "Term" or "Term of Lease" as used and defined in the Lease, as amended hereby, shall mean the initial Term, as previously extended by the First, Second, and Third Extension Terms and the Fourth Extension Terms through November 30, 2027 pursuant to this Second Amendment. The Annual Rent for the Fourth Extension Term shall be as set forth in paragraph 5 below.

5. Rent. Article 3, Paragraph B. of the Lease is amended to provide that, commencing on the Effective Date, Rent for the Fourth Extension Term shall be:

From	To	Base Annual Rent <u>Per Square Foot</u>	Base Annual <u>Rent</u>	Monthly Base
12/1/22	11/30/23	\$7.50	\$286,402.50	\$23,866.88
12/1/23	11/30/24	\$7.73	\$295,185.51	\$24,598.79
12/1/24	11/30/25	\$7.96	\$303,968.52	\$25,330.71
12/1/25	11/30/26	\$8.20	\$313,133.40	\$26,094.45
12/1/26	11/30/27	\$8.45	\$322,680.15	\$26,890.01

All Rent together with Tenant's Proportionate Share of Real Estate Taxes and Common Area Costs are subject to applicable Florida sales tax.

6. Prohibited Uses. Article 1, Paragraph E of the Lease is deleted in its entirety and replaced with the following:

In no event shall the Premises be used in violation of the exclusive use restriction or use prohibitions contained in **Exhibit B** attached hereto, if any, or in violation of any other exclusive use restrictions contained in other leases within the Shopping Center existing upon the Effective Date. Tenant shall operate its business within the Demised Premises in a first-class, dignified and reputable manner, in conformity with the highest standards of practice prevailing in such field of business and among merchants engaged in the same or similar business. Tenant shall light its signs and display windows during the minimum hours of operation as otherwise designated by Landlord from time to time. Landlord confirms that Tenant's current use of the Premises, including the purchase and sale of used musical instruments and sound equipment and the teaching of music

and recording, is not in violation of any restrictions or prohibitions affecting the Shopping Center.

7. Alterations. Article 9 of the Lease is deleted in its entirety and replaced with the following:

Tenant's Work.

- a. If Tenant desires to make any improvements to the Demised Premises, ("Tenant's Work"), Tenant, at its sole cost and expense, shall have the right to complete the Tenant's Work in accordance with **Exhibit C** subject to Landlord's prior written approval which shall not be unreasonably withheld or delayed. Tenant agrees to submit to Landlord code compliant plans and specifications covering all of Tenant's Work in accordance with **Exhibit C**. Tenant will not commence Tenant's Work until Landlord and such governmental authorities have approved such plans and specifications in writing. Within five (5) days following approval by Landlord, Tenant agrees to submit plans and specifications to the appropriate governmental authority for the issuance of a building permit. In the event Tenant fails to submit such plans and specifications to Landlord as aforesaid, such failure shall be deemed a default hereunder and Landlord shall be entitled to all remedies as set forth in Article 22 of the Lease.
- b. Tenant shall deliver a construction deposit in the sum of Three Thousand (\$3,000.00) Dollars ("Construction Deposit") to Landlord prior to commencing any construction, tenant improvements or alterations. Landlord shall hold the Construction Deposit until all of Tenant's Work has been fully completed as required by this Lease, and to ensure that the General Contractor and its subcontractors have not caused any damage to the Common Areas of the Shopping Center. Once Landlord has been advised that all of Tenant's Work has been completed, and upon Landlord's receipt of all documents required in **Exhibit C**, Landlord will determine if any charges will be imposed against the Construction Deposit to reimburse the Landlord for such damages and the costs to remedy them, withhold any applicable charges. Thereafter, and upon Tenant opening for business, Landlord shall return all or the applicable balance of the Construction Deposit to Tenant.
- c. Tenant shall keep the Demised Premises and the improvements thereon at all times during the Term hereof free of construction liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Pursuant to section 713.10, Florida Statutes, the interests of Landlord in the Demised Premises, the Shopping Center or the improvements thereon, shall not be subject to liens for any

improvements made by or on behalf of the Tenant and no one acting by, through or under the Tenant may file any lien against the Demised Premises or the Shopping Center. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Demised Premises of the foregoing, with a copy of such notice sent to Landlord. Landlord shall record a Memorandum of this Lease in the form attached hereto as **Exhibit D** in the Public Records of Orange County, Florida. If any such lien or notice of lien on account of the alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Premises, Tenant's leasehold interest therein or any Improvements, the Tenant shall, within thirty (30) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

- d. In accordance with Florida Statute §255.05, no work shall be commenced until Tenant, at its sole cost and expense, provides to Landlord from a company licensed to do business in the State of Florida and reasonably acceptable to the Chief Executive Officer: (i) a surety payment bond for the benefit of Landlord in the form attached hereto as **Exhibit E** in an amount equal to the total cost of the work, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work, (ii) a surety performance bond for the benefit of Landlord, in the form attached hereto as **Exhibit E** in an amount equal to the estimated total cost of the work, which shall guarantee the prompt completion of the work by Tenant in accordance with the Plans.
- e. Notwithstanding the foregoing, Tenant may perform routine repairs and maintenance of existing Tenant Improvements as well as replacing interior floor coverings, interior wall coverings and interior lighting without seeking Landlord's prior written consent. Tenant shall not be required to comply with paragraphs a. b. and d. above when performing routine repairs and maintenance of existing Tenant Improvements as well as replacing interior floor coverings, interior wall coverings and interior lighting.

8. Signs. Article 11 of the Lease is deleted in its entirety and replaced with the following:

Tenant will not exhibit, inscribe, paint or affix any sign, (neon or otherwise), advertisement, film, window tinting or graphics, notice or other lettering on any part of the outside of the Premises or in the windows of the Premises, or on the building of which the Premises are a part, without first obtaining Landlord's written approval thereof. Notwithstanding the foregoing, Tenant may make changes to its front door signage without first obtaining Landlord's written consent, but will, upon the request of the Landlord, immediately remove any objectionable signage. Furthermore, Tenant's existing exterior signs ("Existing Signs") are hereby approved by Landlord and will not be required to comply with the Uniform Sign Plan in **Exhibit F** during this Fourth Extension Term, but Tenant may be required to comply with the Uniform Sign Plan as part of any future renewals or extensions. Tenant may maintain and refurbish its Existing Signs at its sole cost and expense without Landlord's consent. If Tenant desires to alter its Existing Signs or install additional exterior signs, Tenant shall provide Landlord with detailed sign shop drawings for all outside signage (such as façade, pylon, or window signage) for approval prior to fabrication/installation. Tenant shall install in accordance with this Lease, and upon Landlord's written approval of same, Tenant shall proceed to have such signage installed, which shall reflect only the Tenant's trade name and shall not include specification of merchandise sold or services rendered regardless of the Tenant's legal name. Tenant shall comply with Landlord's Uniform Sign Plan attached hereto as **Exhibit F**, as may be amended from time to time, with respect to the alteration of the Existing Signs or any additional signage installed within the Premises or upon the Shopping Center. Tenant shall be responsible for providing electric service to the façade sign. Tenant further agrees to maintain such sign, lettering, etc., as may be approved by Landlord in good condition and repair at all times. Tenant, upon expiration or termination of this Lease, shall remove all signs which have been installed for the benefit of Tenant from the Premises, including all outside signage and furthermore, Tenant shall be responsible to restore damaged areas to original condition.

9. Rights Of Landlord. Landlord reserves the following rights with respect to the Demised Premises:

- a. At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Demised Premises and every part thereof and at its option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises are a part.
- b. To display a "For Rent" sign after notice from either party of intention to terminate this Lease, or at any time within six (6) months prior to the expiration of this Lease unless the parties are actively negotiating a lease renewal or extension. All of such signs shall be placed upon such part of the Demised Premises as Landlord shall require, except on display windows or door leading

into the Demised Premises. Prospective purchasers or tenants authorized by Landlord may inspect the Demised Premises at reasonable hours at any time.

- c. To collect all rents, as well as any Additional Rent and any other charges due Landlord by Tenant, from any receiver, debtor in possession, or trustees which may be appointed for the account of Tenant.
- d. Tenant agrees that Landlord shall have the right to relocate the Tenant to a different location within the Shopping Center provided that:
  - i. Landlord gives Tenant six (6) months prior written notice and an opportunity to terminate this Lease exercisable in writing within forty-five (45) days of the date of said notice with the termination effective as of the date of Landlord's intended relocation of Tenant;
  - ii. The relocation premises shall contain similar square footage as the Demised Premises;
  - iii. Landlord shall provide improvements within the relocation premises substantially the same as the Demised Premises;
  - iv. Landlord shall reimburse Tenant for the reasonable and actual expenses associated with the relocation upon Landlord's receipt of invoices evidencing the same;
  - v. The terms and conditions of this Lease shall remain unchanged unless otherwise agreed by the parties; and
  - vi. Landlord shall use commercially reasonable efforts to minimize and/or avoid any disruption and/or suspension of Tenant's operations during the relocation.
- e. To redevelop the Shopping Center either in whole or the majority of the land or buildings comprising the Shopping Center, and if so, Landlord may terminate this Lease on a date certain provided that Landlord gives Tenant no less than twelve (12) months prior written notice of the termination of this Lease.

10. Notices. Article 27 of the Lease is deleted in its entirety and replaced with the following:

#### Notices

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or

served unless in writing and either personally delivered, via overnight mail delivery or forwarded by certified mail, postage prepaid, addressed:

TO LANDLORD AT:  
Greater Orlando Aviation Authority  
One Jeff Fuqua Blvd.  
Orlando, FL 32827  
Attn: Chief Executive Officer

With a copy to:  
Greater Orlando Aviation Authority  
c/o Stiles Property Management  
Attn: Rachel Sardenga  
1900 Summit Tower Blvd., Suite 240  
Orlando, FL 32810

TO TENANT AT:  
Sam Ash Florida Megastores, LLC  
c/o Sam Ash Music Corporation  
Attn: Legal Department  
278 Duffy Avenue  
Hicksville, NY 11801

In the case of bills and rent statements:  
Sam Ash Florida Megastores, LLC  
c/o Sam Ash Music Corporation  
Attn: Accounts Payable  
278 Duffy Avenue  
Hicksville, NY 11801

Such addresses may be changed from time to time by either party serving notices as above provided.

11. Guaranty. Tenant shall cause the Guaranty attached hereto as **Exhibit G** to be executed by Sam Ash Music Corporation, guarantying the payment and performance of Tenant's obligations under this Lease pursuant to the terms and conditions set forth in the Guaranty. Notwithstanding anything contained herein to the contrary, this Amendment shall not become effective until the Guaranty has been executed by Guarantor(s) and delivered to Landlord.

12. Required Provisions. Tenant agrees to comply and to cause any subtenant or assignee hereunder to comply in all material respects with the Required Provisions set forth in **Exhibit H** attached hereto and incorporated herein by this reference.

13. Brokers. Each party hereby represents and warrants to the other that it has not dealt with any real estate broker or agent in connection with this Second Amendment other than Stiles Corporation, d/b/a Stiles Property Management ("Broker"). Each party shall indemnify and hold the other harmless from any cost, expense, or liability (including costs of suit and reasonable

attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent, other than Broker, in connection with this Second Amendment or its negotiation by reason of any act or statement of the indemnifying party.

14. Counterparts, Electronic Delivery. This Second Amendment may be executed in several counterparts, each of which is deemed an original, but all of which together constitute one and the same Second Amendment. This Second Amendment may be executed and delivered electronically with such signatures being deemed original signatures for purposes of enforcement and construction of this Second Amendment. Any party delivering an executed Second Amendment electronically shall also deliver an original executed Second Amendment; provided, however, the failure of a party to deliver an original will not affect the ability of the other party to rely on an electronically executed and/or delivered Second Amendment.

15. No Further Modifications; Full Force and Effect; Conflicts. Except as expressly modified in this Second Amendment, all other terms and conditions of the Lease are hereby acknowledged by Landlord and Tenant and shall remain in full force and effect. The terms of this Second Amendment shall control over any other inconsistent terms of the Lease.

16. Executory Authority. Landlord and Tenant each have the authority to enter into this Second Amendment and bind such party to the terms hereof.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Second Amendment as of the date first above written.

Witnesses:

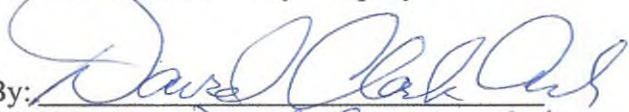
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Print Name

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Print Name

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

TENANT  
SAM ASH FLORIDA MEGASTORES, LLC  
a Florida limited liability company

By:   
Print Name: David Charles Ash  
Title: CEO  
Date: 11/16/2022

LANDLORD  
GREATER ORLANDO AVIATION  
AUTHORITY, an agency of the City of  
Orlando, Florida

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the Greater  
Orlando Aviation Authority, only.

Rumberger, Kirk & Caldwell, P.A., Counsel

By:  \_\_\_\_\_

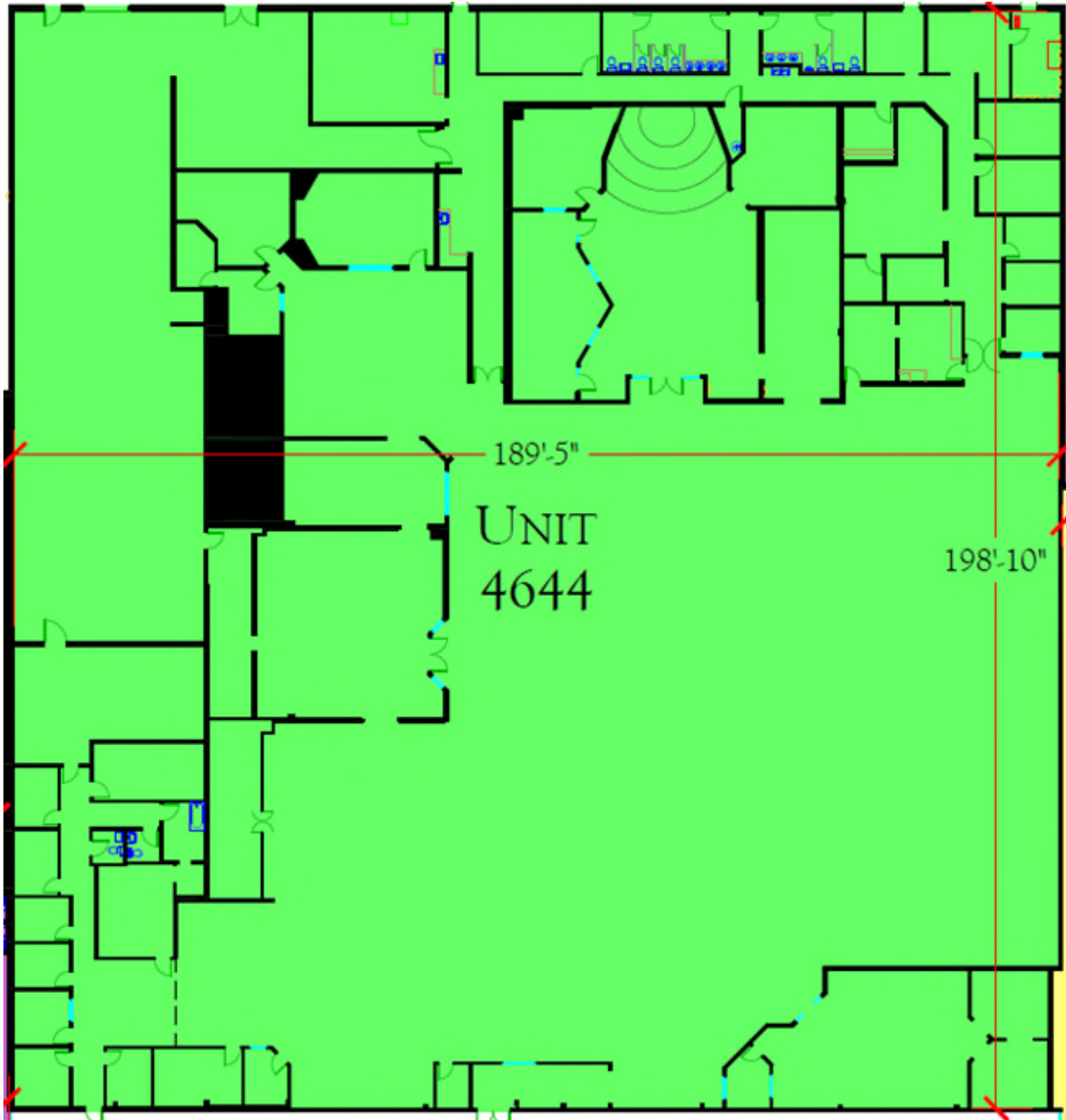
David C. Willis, Esquire  
Rumberger, Kirk & Caldwell, P.A.

Date: November 16, 2022

# EXHIBIT A SITE PLAN



DEMISED PREMISES



## EXHIBIT B

### EXCLUSIVE AND PROHIBITED USES

#### PROHIBITED USES

- a. Any use which emits offensive odor, objectionable sounds, warehousing or dumping of garbage;
- b. Storage facility, refining, mining operation;
- c. Mobile home park, trailer court, labor camp, junkyard, stockyard;
- d. Fire sale facility, bankruptcy sale facility, auction house, lost our lease or going out of business sales;
- e. Central laundry, dry cleaning plant or laundromat
- f. Automobile, truck, trailer, R.V., boat, or other motor vehicle sales, rental, leasing, display, repair, maintenance, warehouse, gasoline service station, or car wash;
- g. Living quarters, sleeping apartments or lodging rooms, hotel/motel;
- h. Mortuary or funeral home;
- i. Adult oriented business such as an adult book or video store or any establishment selling or exhibiting Pornographic materials or Use, or massage parlor (except any business which performs any type of massage related services, other than a qualified medical facility operated by a licensed physician, or beauty salon or day spa that offers therapeutic massages incidental to other beauty-related services);
- j. Head shop or other establishment selling drug relate paraphernalia;
- k. Gambling facility, tattoo or piercing parlor;
- l. Any unlawful use;
- m. Pawn shop, check cashing store, gun shop or ancillary weapons store selling components or accessories for guns or weapons;
- n. Bowling alley, skating rink, carnival, or circus;
- o. Bar, tavern or cocktail lounge or other facility serving alcoholic beverages, except to the extent incidental to a business operating primarily for on-premises consumption with food sales provided the sale of alcoholic beverages do not exceed more than fifty percent (50%) of the total revenues derived at such business;
- p. Nightclub, lounge, club, discotheque, dance hall, billiard/pool hall, or flea market;
- q. Child/Adult Day Care;
- r. Other retail business not generally compatible to a family oriented retail shopping center.

In addition, and without limiting the generality of the foregoing, in no event shall Tenant use the Premises or permit the Premises to be used in violation of the specific restrictions and exclusive use clauses in any other leases in existence at the Shopping Center. Further, Tenant shall comply with the Rules and Regulations for the Shopping Center attached hereto as **Exhibit I**, as may be amended from time to time.

## **EXCLUSIVE USES<sup>1</sup>**

**Emporium 7, LLC** - Landlord covenants and agrees that so long as the Demised Premises has not ceased to be used as a hair salon with a retail component specializing in wig sales for a continuous period in excess of one hundred eighty (180) days (excepting any periods during which remodeling or restoration work is being conducted with due diligence or Tenant is prevented from operating due to a force majeure), not to permit or suffer any other occupant of the Shopping Center or any expansion thereof (including any outlets owned or leased by Landlord) to operate a hair salon with a retail component specializing in wig or hair extension sales.

**American Freight, LLC** - Landlord covenants and agrees that so long as the Demised Premises has not ceased to be used as retail sales and leasing of furniture, upholstery, bedding, fabric protection products, case goods, mattresses, appliances, and other furniture accessories for a continuous period in excess of one hundred eighty (180) days (excepting any periods during which remodeling or restoration work is being conducted with due diligence or Tenant is prevented from operating due to a force majeure), not to permit or suffer any other occupant of the Shopping Center or any expansion thereof (including any outlets owned or leased by Landlord) to operate a retail sales and leasing of furniture, upholstery, bedding, fabric protection products, case goods, mattresses, appliances, and other furniture accessories.

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<sup>1</sup> The provisions may or may not be exact excerpts from the relevant leases or other agreements and may include defined terms used in such lease or other agreements that may be different from and inconsistent with the defined terms used in this Lease. In addition, the use restrictions contained in this **Exhibit B** do not necessarily reflect each and every use restriction that may now or hereafter affect the Shopping Center.

## EXHIBIT C

### TENANT'S WORK

1. Tenant Work. The Tenant shall perform Tenant's Work, as defined in this Lease, at Tenant's sole cost, which includes, without limitation all leasehold improvements, fixtures, paint, and flooring and such non-structural improvements, equipment and finishes on the interior of the Premises as Tenant deems necessary or desirable to open the Premises for business to the public. Such Tenant's work shall be performed in compliance all Applicable Laws.

2. Landlord's Consent. Tenant shall not make any alterations, additions or decorations to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

3. Plans and Specifications. If and to the extent any building permit is required to perform any portion of Tenant's Work, then Tenant shall deliver to Landlord for approval: (i) its plans and specifications prepared by a design consultant reasonably acceptable to Landlord (the "Architect") depicting such improvements to be installed in the Premises (the "Plans"), and (ii) evidence of insurance in such a form and amount as the Landlord may reasonably require. Tenant's Plans shall be in compliance with all applicable governmental and quasi-governmental rules and regulations including, without limitation, the Americans with Disabilities Act of 1990, as now or hereafter amended, and the rules and regulations from time to time promulgated thereunder. Prior to commencement of any work, Tenant shall present evidence satisfactory to the Landlord that the Tenant has obtained, at its expense, all necessary permits and other governmental approvals for the work. If Landlord disapproves of such Plans, then Tenant shall revise such Plans and submit same to Landlord for its review and approval. This process shall be repeated until the Plans have been finally approved by Landlord and Tenant. Following final approval of the Plans, the Plans may not be changed without the prior written consent of Landlord. Landlord's written approval is required for Tenant to submit any plans for permitting process to the local jurisdiction.

4. Performance of Work. Tenant's Work shall be performed under contract with by a properly licensed general contractor. Tenant shall assume full responsibility for compliance with any laws, codes or regulations, including associated costs for same, in connection with Tenant Improvements. Tenant shall procure or cause to be procured all permits, licenses and other authorizations required for the lawful and proper undertaking of Tenant's Work. The following items must be submitted to Landlord's representative prior to commencement of Tenant's Work:

a. final and complete set of Construction documents that will be used for obtaining a building permit and for construction purposes;

b. a copy of the building permit;

c. a copy of a Certificate of Insurance in a form acceptable to Landlord from Tenant's general contractor with the naming the Landlord and the "additional insured" outlined herein including all applicable endorsements;

d. a list of all subcontractors from Tenant's general contractor who will be providing materials and/or services to Demised Premises.

5. General Contractor's Insurance. Tenant shall cause its general contractor to, at a minimum, maintain and provide proof of General Liability and Automobile Liability and Workers' Compensation in accordance with Section 21 of the Lease. All insurance policies of General Contractor shall be primary to any insurance maintained by Landlord and the Additional Insureds and shall include to the fullest extent permitted by law, a waiver of subrogation in favor of Landlord and the Additional insureds.

6. Costs and Completion Documentation. The entire cost of performing Tenant's Work shall be paid by Tenant. Upon completion of Tenant's Work, Tenant shall promptly provide Landlord with the following (a) one or more of the following as provided by the City of Orlando: a certificate of occupancy, the building permits with final inspections signed off, and/or a letter stating that all Tenant's Work has been inspected and approved, (b) third-party invoices for costs incurred by Tenant in constructing Tenant's Work; (c) evidence that Tenant has paid the invoices for such costs; and (d) final and unconditional lien waivers from any contractor or subcontractor who has constructed any portion of Tenant's Work or any materialman who has supplied materials used or incorporated into any portion of Tenant's Work including the contractor's final payment affidavit.

7. As-Built Drawings. Within thirty (30) days after completion of all of Tenant's Work, Tenant shall provide Landlord with record drawings showing the "as-built" condition of the improvements constructed, in such format, including without limitation a CAD format.

8. Landlord's Right to Inspect. Landlord or its affiliate or agent shall have the right to inspect Tenant's Work.

9. General Construction Requirements. Tenant shall comply with the following terms in connection with the performance of Tenant's Work:

a. Prior to commencement of construction, Tenant must either procure a construction dumpster for the disposal of all construction materials or, at the direction of Landlord, utilize only those dumpsters as designated by Landlord for the disposal of construction debris. The Shopping Center dumpster may not be used for this purpose.

b. Tenant shall keep construction materials and equipment needed to complete Tenant's Work only in the staging area designated by Landlord.

c. Tenant shall remove all construction materials, equipment and debris from the staging area immediately upon completion of Tenant's Work, prior to Tenant's opening the Premises for business to the public.

d. Tenant shall keep the Common Areas clean and free of any and all trash and/or construction debris resulting from Tenant's Work.

e. If the paving, curbing, lighting, or landscaping or other improvements within the staging area or any other area of the Shopping Center is damaged during construction, Tenant shall promptly repair or replace such improvements in a first-class manner consistent with the quality of similar improvements in the Shopping Center.

f. Tenant's work and installations shall not impede or interfere with any work in other parts of the Premises or the Shopping Center.

g. Tenant shall perform Tenant's Work in a manner that will not interfere with or adversely affect the operation of the Tenant's businesses and shall not cause closing, interruption or impairment of the normal conduct of business of the other occupants of the Shopping Center.

h. Tenant agrees that the exterior of the Premises and that part of the Premises visible from the exterior will be in a neat and clean condition at all times.

i. Any Tenant Work involving venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense. Tenant shall provide Landlord with a certificate from Landlord's roofing contractor that all of Tenant's Work involving the roof has been performed in compliance with all applicable laws, the Lease and this **Exhibit B**. Tenant hereby holds Landlord harmless from any damage to the Premises resulting directly or indirectly from Tenant's venting, opening, sealing, waterproofing or other altering of the roof. In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect or engineer shall be conclusive.

j. Tenant shall furnish, install and maintain fire extinguishers and smoke alarms in strict accordance with Landlord's insurance underwriter's requirements, local, state and any national codes, and N.F.P.A. requirements, and in strict accordance with any such future requirements. Any additional fire protection required by Tenant's business shall also be at Tenant's expense.

k. Any alterations, additions and decorations or other work performed by Tenant shall be conducted in accordance with Applicable Laws

l. Tenant shall comply with all reasonable requirements of the Landlord in completing all of its work. The Tenant shall promptly repair, at its expense and to the satisfaction of the Landlord, any damage to the Premises, Shopping Center or any mechanical systems and facilities thereof resulting from any work undertaken by the Tenant.



**EXHIBIT D**

**MEMORANDUM OF LEASE**

[See attached]

Prepared By and Return To:  
David C. Willis, Esquire  
Rumberger, Kirk & Caldwell, P.A.  
P. O. Box 1873  
Orlando, FL 32801

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### **MEMORANDUM OF LEASE**

This Memorandum of Lease is made and entered into this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida, existing as an independent special district under and by virtue of the laws of the State of Florida, (hereinafter referred to as "Landlord") and **SAM ASH FLORIDA MEGASTORES, LLC**, a Florida limited liability company ("Tenant").

1. Landlord and Tenant entered into that certain Lease Agreement (the "Lease") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for premises located upon land lying and situate in Orange, Florida and more particularly described as follows:

See attached **Exhibit 1** (the "Premises").

2. The street address of the Premises, which is the subject of the Lease, is \_\_\_\_\_, Orlando, Florida \_\_\_\_\_.

3. This Memorandum is for notice purposes and not intended to modify the terms of the Lease. All persons are referred to the Lease for all of its terms and conditions, as they may be amended from time to time.

4. Notice is hereby given that the Lease contains, *inter alia* the following:

c. Tenant shall keep the Demised Premises and the improvements thereon at all times during the Term hereof free of construction liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Pursuant to section 713.10, Florida Statutes, the interests of Landlord in the Demised Premises, the Shopping Center or the improvements thereon, shall not be subject to liens for any improvements made by or on behalf of the Tenant and no one acting by, through or under the Tenant may file any lien against the Demised Premises or the Shopping Center. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and

all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Demised Premises of the foregoing, with a copy of such notice sent to Landlord. Landlord shall record a Memorandum of this Lease in the form attached hereto as **Exhibit D** in the Public Records of Orange County, Florida. If any such lien or notice of lien on account of the alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Premises, Tenant's leasehold interest therein or any Improvements, the Tenant shall, within thirty (30) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise..

5. The majority of the leases entered into for premises on the parcel of land expressly prohibit such liability.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease the day and year first above written.

LANDLORD:

TENANT:

GREATER ORLANDO AVIATION  
AUTHORITY an agency of the City of  
Orlando, Florida

SAM ASH FLORIDA MEGASTORES, LLC  
a Florida limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida.

AFFIX SEAL

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF  
NOTARY

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of **SAM ASH FLORIDA  
MEGASTORES, LLC**, a Florida limited liability company.

AFFIX SEAL

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF  
NOTARY

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT 1

### LEGAL DESCRIPTION

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 22 South, Range 30 East, and a portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 22 South, Range 30 East, Orange County, Florida; being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of Section 29; thence run S. 89°50'55" E. along the North line of Section 29 for 2329.60 feet; thence run S. 00°09'05" W. for 81.75 feet to the Point of Beginning on the South right-of-way line of State Road No. 50; thence run S. 00°09'05" W. for 250.00 feet; thence run S. 89°50'55" E. for 300.04 feet; thence run S. 00°52'55" E. for 140.05 feet to a point of curvature of a curve concave Northwesterly and having a radius of 100.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 61°52'55" and an arc length of 108.00 feet to a point of tangency; thence run S. 61°00'00" W. for 350.70 feet; thence run N. 89°50'55" W. for 281.66 feet to a point of curvature of a curve concave Northeasterly and having a radius of 100.00 feet; thence run Northerly along the arc of said curve through a central angle of 65°22'34", and an arc length of 114.10 feet to a Point of Reverse curvature of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 38°31'39" and an arc distance of 255.52 feet to a point of tangency; thence N. 63°00'00" W. a distance of 56.01 feet; thence N. 00°09'05" E. a distance of 135.67 feet; thence S. 89°50'55" E. a distance of 264.00 feet; thence N. 00°09'05" E. 250.00 feet to the aforesaid South right-of-way of Colonial Drive (State Road No. 50); thence S. 89°50'55" E. along said South right-of-way line a distance of 387.35 feet to the Point of Beginning.

Together with

A portion of the Northeast 1/4 of Section 29, Township 22 South, Range 30 East, Orange County, Florida; Being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of said Section 29; Thence run S. 89°50'55" E. along the North line of said Section 29 for 1313.26 feet; Thence run S. 0°09'05" W. for 77.06 feet to the South right-of-way line of State Road No. 50, said point being the Point of Beginning; Thence run S. 0°09'05" W. for 214.40 feet; Thence run S. 89°50'55" E. for 285.00 feet; Thence S. 0°09'05" W. for 113.19 feet; Thence run N. 89°50'55" W. for 71.63 feet to a point of curvature; Thence run Southwesterly along the arc of a circular curve concave to the Southeast and having for its elements a radius of 143.60 feet and a central angle of 27°09'05" for an arc distance of 68.05 feet to a point of tangency; Thence run S. 63°00'00" W. for 390.88 feet; Thence run N. 41°04'37" W. for 334.28 feet; Thence run N. 48°55'23" E. for 30.41 feet; Thence run S. 89°50'55" E. for 126.24 feet; Thence run N. 0°09'05" E. for 269.70 feet to the South right-of-way line of State Road No. 50; Thence run Southeasterly along said right-of-way, being a circular curve concave to the Southwest and having for its elements a radius of 2234.83 feet, central angle of 4°31'06" and a chord bearing of S. 86°09'03" E. for an arc distance of 176.24 feet to a point of reverse curve; Thence run Southeasterly along the arc of a circular curve concave to the Northeast and having for its elements a radius of 2348.83 feet, a central angle of 2°20'02" and a chord bearing of S. 85°03'31" E. for an arc distance of 95.68 feet to the Point of Beginning.

**EXHIBIT E**

**PAYMENT AND PERFORMANCE BOND**

ORLANDO EXECUTIVE AIRPORT

PERFORMANCE/PAYMENT BOND  
COVER SHEET

PERFORMANCE/PAYMENT BOND COVER SHEET. This cover sheet is an integral part of the attached bonds and must not be separated from them.

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA  
(Public Work)

In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:	
PAYMENT BOND NO.:	
CONTRACTOR INFORMATION:	Name:
	Address:
	Phone:
SURETY PRINCIPAL:	Name:
BUSINESS INFORMATION	Address:
	Phone:
OWNER INFORMATION:	Name: Greater Orlando Aviation Authority
	Address: One Jeff Fuqua Boulevard
	Orlando, FL 32827
	Phone: (407) 825-2001
BOND AMOUNT:	\$
CONTRACT NO. (if applicable):	T-
DESCRIPTION OF WORK:	
PROJECT LOCATION:	Orlando Executive Airport, Orlando, FL
AGENT INFORMATION:	Name:
	Address:
	Phone:

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

**KNOW ALL MEN BY THESE PRESENTS** that CONTRACTOR LEGAL NAME, hereinafter referred to as Principal, whose principal business address is \_\_\_\_\_ and NAME OF SURETY, a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Florida, hereinafter referred to as Surety, whose principal business address is \_\_\_\_\_, are held and firmly bound unto the Greater Orlando Aviation Authority as Obligee, hereinafter referred to as Authority, and TENANT LEGAL NAME, as Co-Obligee, hereafter referred to as Company, in the Penal Sum of \_\_\_\_\_ U.S. DOLLARS (\$ \_\_\_\_\_), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, TENANT LEGAL NAME, hereinafter referred to as Company has leased from Authority real property at Orlando Executive Airport described as \_\_\_\_\_, in accordance with the Lease Agreement dated Date of Lease, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease; and

**WHEREAS**, Principal has by written agreement dated Date of Contract, entered into a contract, hereinafter referred to as the Contract, with Company, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by Name of Architect, dated Date on Final 100% Plans, T-000 GOAA PROJECT NUMBER AS ASSIGNED which were approved by Authority, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications (Contract and Plans and Specifications hereinafter referred to collectively as the Contract Documents); and

**WHEREAS**, under the terms of the Contract, Principal is required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Contract Documents, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, the Contract, and the covenants and obligations imposed upon

Principal by the Contract Documents in connection therewith, in the time and manner prescribed in therein; and

2. Pays Authority and Company, in that order, all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal, expenses, legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings) that Authority sustains arising out of, related to, or resulting directly or indirectly from the conduct or omissions of Principal, including, but not limited to, failure of the Principal to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, any breach or default by Principal under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees, or any other person or entity for whom the Principal is responsible;

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that Principal fails to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or fails to perform any of the terms, covenants and conditions of the Contract Documents or the Lease related to construction of such improvements during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority and Company, for all such loss or damage, including legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings), arising out of, related to, or resulting from any failure to perform up to the amount of the Penal Sum.
4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority and Company harmless from any and all loss, damage, cost, or expense, including legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings), arising out of, related to, or resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.
5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's or Company's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Authority, Company and/or Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or waivers of any default under the Lease or the Contract granted by Authority to Company or Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or



(iv) any other action taken by Authority or Company or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

6. The institution of suit upon this Bond shall be in accordance with, and subject to the limitations period of, Section 95.11, Florida Statutes.
7. Surety stipulates that any change, addition, omission, or other modification in or under the Lease or the Contract and compliance or noncompliance with any formality connected with the Lease or the Contract or the change therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such change, addition, omission, or other modification. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with any approved change, addition, omission, or other modification to the Lease and/or the Contract.

PERFORMANCE BOND

BOND NO.: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal  
**CONTRACTOR LEGAL NAME**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Principal must indicate whether it is a Corporation, Company, Partnership, or Individual)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:

Surety  
**SURETY LEGAL NAME**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Countersigned by Florida Registered Agent

Title: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety, as well as the Power of Attorney appointing the Florida licensed agent.

**PRINCIPAL SHALL CAUSE THIS BOND, INCLUDING THE COVER SHEET, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND SHALL PROVIDE A CERTIFIED COPY OF THE RECORDED BOND TO THE AUTHORITY PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**

PERFORMANCE BOND

BOND NO.: \_\_\_\_\_

PERFORMANCE BOND CERTIFICATION FORM

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA

I, \_\_\_\_\_, certify that I am the Secretary of the corporation, the General Partner of the Partnership, or Manager or Managing Member of the LLC named as Principal in the foregoing Performance Bond; that \_\_\_\_\_ [individual] who signed the said Bond on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership, or the Manager or Managing Member of the LLC; that I that individual's signature, and that the individual's signature is genuine, and that said Bond was duly signed, sealed, and attested to for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and Bond.

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Secretary Printed Name

(Corporate Seal)

PAYMENT BOND

BOND NO.: \_\_\_\_\_

GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

**KNOW ALL MEN BY THESE PRESENTS** that CONTRACTOR LEGAL NAME, hereinafter referred to as Principal, whose principal business address is \_\_\_\_\_, and NAME OF SURETY, a corporation organized under the laws of the State of \_\_\_\_\_, having its home office in the City of \_\_\_\_\_, and licensed to do business in the State of Florida, hereinafter referred to as Surety, whose principal business address is \_\_\_\_\_, are held and firmly bound unto the Greater Orlando Aviation Authority, as Obligee, hereinafter referred to as Authority, and TENANT LEGAL NAME, as Co-Obligee, hereinafter referred to as Company, in the Penal Sum of \_\_\_\_\_ U.S. DOLLARS (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, TENANT LEGAL NAME, hereinafter referred to Company has leased from Authority real property at Orlando Executive Airport described as \_\_\_\_\_, in accordance with the Lease Agreement dated Date of Lease, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease, and

**WHEREAS**, Principal has by written agreement dated Date of Contract, entered into a contract, hereinafter referred to as the Contract, with Company, for the construction of improvements to the above-described real property; and

**WHEREAS**, under the terms of the Lease, Company is required to indemnify and hold harmless Authority from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, for improvements to the above-described real property, and is also required to provide a bond protecting the rights of such claimants to payment for services, labor, materials or supplies used directly or indirectly in the prosecution of the improvements to the above-described real property; and

**WHEREAS**, Surety is authorized to do business in the State of Florida;

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying Principal with services, labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the improvements to Authority's real property as provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real property owned by Authority from liens, and complying with the requirements of Section 713.23, Florida Statutes, to the extent applicable.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he or she intends to look to the bond for protection. Any claimant who is not in privity with the Principal and who has not received payment for services, labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment in accordance with Section 255.05(2), Florida Statutes. The notice of nonpayment may be served at any time during the progress of the work or thereafter, but not before forty-five (45) days after first furnishing of the labor, services, material, or supplies and not later than ninety (90) days after the final furnishing of the labor, services, materials, or supplies by the claimant. No action for the services, labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or Contract entered into by Authority, Company, and/or Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or Contract granted by Authority to Company or Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority, Company, or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any change, addition, omission, or modification in or under the Lease or Contract and compliance or noncompliance with any formality connected with the Lease or Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such change. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with any approved change, addition, omission, or other modification to the Lease and/or the Contract.

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

PAYMENT BOND

BOND NO.: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the \_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal  
**CONTRACTOR LEGAL NAME**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Principal must indicate whether it is a Corporation, Company, Partnership, or Individual)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:

Surety  
**SURETY LEGAL NAME**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Countersigned by Florida Registered Agent

Title: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Bond on behalf of Surety, as well as the Power of Attorney appointing the Florida licensed agent.

**PRINCIPAL SHALL CAUSE THIS BOND, INCLUDING THE COVER SHEET, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND SHALL PROVIDE A CERTIFIED COPY OF THE RECORDED BOND TO THE AUTHORITY PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**



PAYMENT BOND

BOND NO.: \_\_\_\_\_

**PAYMENT BOND CERTIFICATION FORM**

**GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation, the General Partner of the Partnership, or Manager or Managing Member of the LLC named as Principal in the foregoing Payment Bond; that \_\_\_\_\_ [individual] who signed the said Bond on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership, or the Manager or Managing Member of the LLC; that I that individual's signature, and that the individual's signature is genuine, and that said Bond was duly signed, sealed, and attested to for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and Bond.

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Secretary Printed Name

(Corporate Seal)

## EXHIBIT F

### UNIFORM SIGN PLAN

1. **Purpose.** The purpose of the Uniform Sign Plan is to create requirements for consistent treatment of Tenant identification and related signage and to maintain a cohesive design aesthetic throughout the Colonial Promenade Shopping Center.

2. **General Requirements.** All signage on site must adhere to the following:

a) *Design Review.* All signage is subject to review first by the Landlord, and then, Authorities Having Jurisdiction (AHJ), as outlined herein. No signage shall be erected without undergoing review and obtaining applicable approvals.

b) *Maintenance.* All signs, together with their parts, shall be maintained, treated and/or painted as to ensure proper maintenance. Failure to comply shall be subject to enforcement as outlined herein.

c) *Exposed Sign Structure.* No structure or framework may be exposed by removal of sign faces or advertising copy. Failure to take immediate corrective action will result in enforcement measures as outlined herein.

d) *Unsafe Signs.* Tenant is to take immediate corrective action should any sign become insecure or in danger of falling or otherwise unsafe. Failure to comply shall be subject to enforcement as outlined herein.

e) *Compliance with Other Regulations.* All signs shall be erected, altered and maintained in accordance with the Uniform Sign Plan and as outlined by the AHJ, as applicable.

f) *Conflict with Other Regulations.* Where the provisions of the Uniform Sign Plan is in conflict with any other applicable regulating document, the most stringent provision shall govern.

g) *Interpretation.* Where there is any ambiguity or dispute concerning the interpretation of Uniform Sign Plan, the decision of the Landlord shall prevail.

h) *Enforcement.* The Landlord is authorized to enforce the provisions outlined within the Uniform Sign Plan. Should Tenant be found in violation of the Uniform Sign Plan, the Landlord is authorized to take the following action:

- i) Signage repair by Landlord at Tenant's expense.
- ii) Signage removal by Landlord at Tenant's expense.
- iii) Notify AHJ for enforcement.

3. **Sign Standards.**

a) *Maximum Allowable Copy Area.*

i) Sign Area – One sign permitted per store frontage. Tenants occupying building end-cap space may utilize one sign per elevation, if such elevation has the sign band area. Maximum allowable copy area shall be in accordance with applicable AHJ regulations.

ii) Measurement of Building Frontage. Refer to **Exhibit A** of the Colonial Promenade Shopping Center Retail Lease Agreement for dimensions of Tenant's street frontage.

iii) Sign Shape and Area Computation. Computation methods shall be in accordance with applicable AHJ regulations.

b) *Types of Allowed Signs.* Only the following types of signs shall be permitted:

i) Wall Sign. Surface mounted signs affixed to the primary building façade.

ii) Window Signs, Unattached. Signs located on the interior of a structure, but visible from the exterior of the building.

iii) Pylon Sign. Based on availability of sign panel.

iv) Rear Entry Delivery Door. Black vinyl lettering to identify Tenant's business.

c) *Locations of Allowed Signs.*

i) Wall Sign. Sign band area and perimeter buffers shall be in accordance with applicable AHJ regulations.

ii) Window Signs, Unattached. Applicable to interior displays and signage within 5 feet storefront. Interior displays and signage shall not exceed 50% of storefront window surface area.

iii) Pylon Sign. If Tenant allowed a panel on the pylon sign, the location assigned by Landlord.

iv) Rear Entry Delivery Door – Black vinyl lettering to identify Tenant's business.

d) *Design of Allowed Signs.* Only the following types of signs shall be permitted:

i) Wall Sign. Sign wording is limited to Tenant's trade name and shall not include specification of merchandise sold or services rendered, regardless of Tenant's legal name. Corporate crests, logos or insignia may be acceptable pending Landlord's approval and provided they are part of Tenant's name.

ii) Window Signs, Unattached. Name, trademark, description/sub headline. No prices, ads, service menu's, anything obscene, trademarked images.

iii) Pylon Sign. Sign wording is limited to Tenant's trade name and shall not include specification of merchandise sold or services rendered, regardless of Tenant's legal name. Corporate crests, logos or insignia may be acceptable pending Landlord's approval and provided they are part of Tenant's name.

iv) Rear Entry Delivery Door – Black vinyl lettering to identify Tenant's business installed by Landlord at Tenant's expense.

4. **Prohibited Signs.** The following signs are prohibited:

a) *Awning Signs*. No signage shall be affixed to awnings.

b) *Marquee Signs*. Construction of architectural entry features and affiliated signage is prohibited.

c) *Projecting Signs*. Messaging shall not project perpendicular to storefront.

d) *Window Signs, Attached*. Signs which are physically attached or painted to any surface of a window are prohibited.

e) Tenant is prohibited from exhibiting any handwritten signs.

f) No signs will be permitted at or on the rear of the Premises except that a small identification sign showing only the name of the Tenant shall be lettered on the exterior of the rear delivery door by Landlord, at Tenant's expense.

g) *Signs on Vehicles*. Any vehicle upon which is placed a sign identifying the firm or its principal products if such vehicle is one which is operated during the normal course of business is permitted; provided, however, that no such vehicle shall be routinely parked in a location where it serves as or constitutes additional signage.

h) Electronically Controlled Message Centers.

5. **Submittal Guidelines.** The following documents are required for design review. The AHJ may have additional requirements. Verify applicable requirements prior to submittal to Landlord or Landlord's Property Manager.

a) *Detailed Sign Shop Drawing*.

i) Sign dimensions

- ii) Sign area
  - iii) Dimensional locations of signs
  - iv) Intended sign materials and colors
  - v) Fabrication techniques
  - vi) Structural design requirements
  - vii) Type of illumination
- b) Show lighting details and the location of disconnects for electrical signs.
  - c) Building Elevations with Superimposed Signage (building mounted signage only).
    - i) Views from the front and side.
    - ii) Wall signs show proposed sign location on building, entrances to building or Tenant space, height to the top of the sign on the building and other signs on the wall where the sign is proposed. Include fastener details identifying number, size and spacing of fasteners.
    - iii) Show advertising surfaces, wording and design elements (not required for changeable copy signs).

**6. Design Review.**

- a) *Landlord Review.* Landlord review and authorization is required prior to jurisdictional permit application. Landlord approval does not constitute compliance with regulatory code or permit approval.
- b) *Jurisdictional Review.* Applicant to pursue all applicable permitting through local jurisdiction as required. Additional requirements above those found within this document may be required. Refer to local jurisdiction directly regarding their design review requirements.

**7. Non-Conforming Signs.** Any on-site sign which existed and was maintained on the effective date of this document, which have received prior written approval, but which may not be in compliance with this Uniform Sign Plan, will be allowed to remain in place until: a) Said sign is planned to be altered, renovated or replaced; and b) Until such time Tenant relocates, which renders any previous approval null and void.

8. Landlord reserves the right to amend the Uniform Sign Plan in its sole discretion.

## EXHIBIT G

### GUARANTY

This Guaranty is made and entered into by SAM ASH MUSIC CORPORATION ("Guarantor"), as the sole member of Tenant of the below-described Lease, who acknowledges a financial and/or ownership interest in Tenant and/or will benefit from the execution of the below-described Lease and understands and acknowledges that Landlord will not execute the Lease without the execution of this Personal Guaranty by the Guarantor.

For value received and in consideration for and as an inducement to Landlord to lease premises referred to in that certain lease agreement (the "Lease") by and between Landlord and Tenant to which this Guaranty is attached, Guarantor does hereby unconditionally guarantee to Landlord the punctual payment of the Rent (as defined in the Lease) due under the Lease during the entire Lease Term as the same may be renewed or extended, including accelerated Rent, and the due performance of all the other terms, covenants and conditions contained in said Lease on the part of Tenant to be paid and/or to be performed thereunder (the "Obligations"). This Guaranty is an absolute and unconditional guaranty of payment and of performance and not a guaranty of collection. Guarantor shall also pay any and all damages, expenses and attorney's fees that may be suffered or incurred by Landlord in consequence of nonpayment or nonperformance of this Guaranty, including litigation in all Trial, Appellate and Bankruptcy Courts.

This Guaranty is an absolute and unconditional guaranty. Guarantor agrees that Landlord, in the event of a default of Tenant, shall not be required to assert any claim or cause of action against Tenant before asserting any claim or cause of action against Guarantor under this Agreement. Furthermore, Guarantor agrees that Landlord shall not be required to pursue or foreclose on any collateral that it may receive from Tenant or others as security for any obligations of the Lease before making claim or asserting a cause of action against Guarantor under this Agreement.

If Guarantor is a corporation, Guarantor covenants and warrants to Landlord that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors of Guarantor and the making of the Guaranty does not require any vote or consent of shareholders.

The failure of Landlord to perfect any portion of its security interest in any collateral received for the Lease shall not release Guarantor from its liabilities and obligations hereunder. Landlord, without authorization from or notice to Guarantor and without impairing, modifying, changing, releasing, limiting or affecting the liability of Guarantor hereunder, may from time to time at its discretion and with or without valuable consideration, alter, compromise, accelerate, renew, extend or change the time or manner for the payment of any or all of the obligations under the Lease, take and surrender security, exchange security by way of substitution, or in any way it deems necessary take, accept, withdraw, subordinate, alter, amend, modify or eliminate security, add or release or discharge endorsers, guarantors, or other obligors.

Guarantor expressly waives presentment for payment, demand, notice of demand and of dishonor and nonpayment of the debt, notice of intention to accelerate the maturity of the debt or any part thereof, notice of acceleration of the maturity of the debt, or any part thereof, notice of

disposition of collateral, the defense of impairment of collateral, the right to a commercially reasonable sale of collateral, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party. Guarantor waives all defenses given to sureties or guarantors at law or in equity other than the actual payment of the Obligations.

Without notice to Guarantor, without the consent of Guarantor, and without affecting, limiting or releasing Guarantor's liability hereunder, Landlord may (a) grant Tenant extensions of time for payment or performance of the Obligations or of any other obligations of the Lease or Landlord may delay in the enforcement of any Obligations against Tenant; (b) renew any of the Obligations or any other obligations of the Lease; (c) grant Tenant extensions of time for performance of agreements or other indulgences; (d) at any time release any or all of the collateral held by Landlord; (e) compromise, settle, release, or terminate any or all of the obligations, covenants, or agreements of Tenant under the Lease; and/or (f) modify, amend, terminate, assign or consent to the assignment of any of the Obligations or any other obligation, covenant or agreement of Tenant set forth in the Lease.

Guarantor agrees that in the event of any insolvency, bankruptcy, reorganization, assignment for benefit of creditors, receivership or other debtor-relief law, that same shall not serve as a Release or Discharge of the Obligations of Guarantor hereunder, and this Guaranty shall remain in full force and effect. Specifically, Guarantor agrees that Guarantor shall not be released from any obligation or liability hereunder as a result of the afore-described, and specifically agrees that in the event of a bankruptcy proceeding of the Tenant, that the Guarantor shall not be released nor discharged as a result of any assignment and assumption of the Lease, rejection of the Lease, approval or rejection of a plan of reorganization, or discharge of the Tenant in bankruptcy. Guarantor agrees that in the event of a Bankruptcy, Guarantor shall not be entitled to, nor seek any stay of proceedings which may be in effect as to the Tenant. It is the intention of the Landlord and Guarantor that the Guarantor's obligations hereunder shall not be discharged or limited in any way under any of the afore described circumstances, or otherwise as a result of any release or discharge of the liability of the Tenant from a debtor-relief proceeding.

In the event that any provision is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Guaranty shall be construed as not containing such provisions and the invalidity of such provisions shall not affect other provisions hereof which are otherwise lawful and valid and shall remain in full force and effect.

Guarantor and Tenant do hereby agree and acknowledge that the terms, provisions, and conditions of this Guaranty shall be controlled and construed according to the laws of Florida and the proper venue shall lay only in the County where the Shopping Center is located or Broward County, Florida. Guarantor does hereby knowingly, voluntarily, intentionally and unconditionally waive the right to Trial by Jury in any litigation based upon, arising out of, or involving the enforcement of this Guaranty and/or the underlying Lease and to which the Guarantor is a party.

This Guaranty or any of the provisions thereof cannot be modified, waived or terminated, unless in writing, signed by Landlord. The provisions of this Guaranty shall be binding upon and inure to the benefit of the Guarantor and Landlord and their respective heirs, legal representatives, successors and assigns.

In witness whereof, Guarantor has executed or caused to be executed this Guaranty.

Signed, sealed and delivered in:  
the presence of:

Guarantor(s)

SAM ASH MUSIC CORPORATION

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT H

### REQUIRED PROVISIONS

1. Authority's Reserved Rights. Authority reserves the right for itself and others to utilize and maintain any utility and drainage easements located on the Premises, and to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Premises and any Improvements shall not be unreasonably impaired and any damage to the Premises or any Improvements caused by Authority as a result thereof shall be repaired without cost to Tenant.

2. General Civil Rights Provisions. The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

3. Compliance with Nondiscrimination Requirements. During the performance of this Lease, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees as follows:

a) **Compliance with Regulations:** The Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

b) **Nondiscrimination:** The Tenant, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this Lease and the Acts and the Regulations relative to Non-discrimination on the grounds of race, creed, color, national origin, sex, age, or disability.

d) **Information and Reports:** The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issues pursuant thereto and will permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) **Sanctions for Noncompliance:** In the event of a Tenant's noncompliance with the Non-discrimination provisions of this Lease, the sponsor will impose such Lease sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Tenant under the Lease until the Tenant complies; and/or
- ii. Cancelling, terminating or suspending a Lease, in whole or in part.

f) **Incorporation of Provisions:** The Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the sponsor to enter into any litigation to protect the interests of sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

g) **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Lease, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- v. The Age Discrimination of Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Tenants, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*);

h) Likewise, Tenant shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Tenant authorize another person, with Authority’s prior written consent, to provide services or benefits upon the Premises or the Improvements, Tenant shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection. Tenant shall furnish the original or a true copy of such agreement to Authority.

i) Tenant further assures Authority that it will comply with pertinent statutes, Executive Orders, and such other rules as are promulgated to assure that no person shall on the grounds of race, creed, national origin, sex, age, handicap or marital status be excluded from

participating in any activity conducted at or in connection with its operations at the Premises. Tenant also assures Authority that it will require its contractors and subtenants to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Tenant's operations at the Premises.

j) In the event of a breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Premises and the Improvements and hold the same as if this Lease had never been made or issued. The rights granted to Authority by the foregoing sentence shall not be effective until all applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, and the completion of any judicial review.

k) Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions concerning the use and operation of the Airport, and Tenant agrees that it will adopt such requirements as part of this Lease.

#### 4. Federal Aviation Administration Requirements.

a) Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

b) Tenant expressly agrees, on behalf of itself and its successors and assigns:

i. to restrict the height of structures, vegetation and other Improvements on the Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and

ii. to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

iii. that to the extent it has any rights under this Lease to conduct any aeronautical activity on the Airport, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, such rights are nonexclusive and Authority has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Tenant which have not been expressly granted to Tenant elsewhere in this Lease.

5. Right to Operate Aircraft at Airport. Nothing contained in this Lease shall give Tenant the right to operate a scheduled airline at the Airport. The right to operate aircraft at the Airport may

be obtained by a qualified Tenant from Authority by executing an Operating Agreement in the form prescribed by the Authority.

6. Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or any other agreement or document pertaining to the operations of Tenant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Lease, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Lease or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Lease or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Lease.

7. Authority Rules and Regulations. Tenant shall observe and comply with all reasonable rules and regulations of Authority which now exist or may hereinafter be promulgated from time to time governing all matters relating to the Airport, including, without limitation, access, use, safety and conduct of operations at the Airport and the safe use of Airport facilities. Authority shall, at Tenant's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Tenant.

8. Authority Access to Premises. Tenant grants Authority and its authorized agents full and free access to the Premises and all Improvements located thereon at all reasonable times (upon reasonable prior notice, except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of Tenant hereunder are being met and performed, and shall permit them to enter any building or structure on the Premises at any time in the event of an emergency. Neither the Authority nor its authorized agents shall be liable to Tenant for any damage to Tenant's property arising out of any action taken pursuant to the Authority's rights granted herein unless such action was taken out of malice and not for reasonable cause, or was taken for reasonable cause but was conducted in a grossly negligent manner. Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons and suppliers, shall have the right of vehicular and pedestrian access, ingress and egress over all non-restricted access streets at the Airport.

9. City as Authority's Successor. The Authority presently operates the Airport under the Amended and Restated Operation and Use Agreement with the City dated August 31, 2015 (such Operation and Use Agreement, as amended, is hereinafter the "Operation and Use Agreement"), which provides that on its termination for any reason, responsibility for operating the Airport would revert to the City. Authority and Tenant agree that on the termination for any reason of the Operation and Use Agreement between the City and Authority: (i) the City shall be deemed to be

the lessor hereunder and shall be bound by all provisions of this Lease, and (ii) all references contained herein to “Authority” shall be deemed to refer to the City.

10. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Authority or Tenant or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Authority and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Authority and Tenant other than the relationship of landlord and tenant.

11. Exclusive Rights. The rights granted to Tenant under this Lease are not exclusive, except that Tenant shall have the exclusive use of the Premises for the Term of this Lease in accordance with the provisions of this Lease. The Authority expressly reserves the right to grant to third parties rights and privileges on other portions of the Airport that are identical, in whole or in part, to those granted to Tenant hereunder.

12. Miscellaneous Provisions.

a) The section headings contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Lease.

b) Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Time is expressed to be of the essence of this Lease.

c) In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney’s Fees incurred in connection therewith.

d) This Lease was made in, and shall be governed by and construed in accordance with the laws of, the State of Florida. If any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

e) This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements heretofore made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto.

f) Words of gender used in this Lease shall be held and construed to include any other gender; and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

g) Authority and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Lease and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

h) At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Lease (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Lease and the relationship between Authority and Tenant as may reasonably be requested. In addition, at the Authority's request, Tenant shall promptly execute and return to Authority a short form memorandum of this Lease in substantially the form attached hereto as **Exhibit D** and incorporated herein by reference, which may be recorded in the public records of Orange County, Florida in Authority's sole discretion.

i) Communications Concerning Disputed Debts. All (a) communications concerning disputes about debts that are owed or may be owed pursuant to this lease, and (b) instruments in less than the full amount claimed by the authority and tendered as full satisfaction of a disputed debt or other amount owed, shall be sent certified mail, return receipt requested, to the following:

Director of Finance  
Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando International Airport  
Orlando, Florida 32827-4399

j) In accordance with Florida law, Tenant is hereby advised as follows:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

13. Fire Protection System. Tenant shall, at its own cost and expense, maintain in good working order in each building on the Premises where the same is required by applicable fire and safety standards a fire protection system satisfying applicable requirements of NFPA, the local building code enforcement agency and any other applicable legal requirements, which Tenant shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Authority.

14. Airport Security. Tenant shall comply with all applicable regulations of the Federal Aviation Administration relating to airport security (including, at the Authority's request and without limitation, all such regulations applicable to the Authority with respect to the operation of

the Premises) and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to that portion of the Airport consisting of cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways (the "Air Operations Area"). Any fines or other penalties incurred by the Authority as a result of Tenant's breach of this Section shall be included in the indemnification provided to Authority pursuant to Article VIII of the Lease.

15. Compliance with Stormwater Regulations.

a) Tenant acknowledges that the Airport is subject to federal stormwater regulations, 40 C.F.R. Part 122 (the "Regulations"), which are applicable to, among other activities, (i) certain industrial activity, including, without limitation, the operation of a vehicle maintenance shop (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and deicing operations and (ii) certain construction activity at the Airport. Tenant also acknowledges that it is familiar with the Regulations and agrees to comply with the Regulations as they may be amended from time to time. Tenant further acknowledges that it has been advised that the Authority has complied with the Regulations by obtaining coverage under the Environmental Protection Agency's Stormwater Multi-Sector General Permit for Industrial Activities (the "Multi-Sector Permit"). Tenant may be able to become a co-permittee under such Multi-Sector Permit by filing separately in accordance with the provisions of the Regulations and the Multi-Sector Permit. Tenant shall provide to the Authority's Manager of Environmental Services copies of any such filings and such other information as the Chief Executive Officer may reasonably request with respect to Tenant's compliance with the Regulations. Tenant agrees to comply with such Multi-Sector Permit or any other permit obtained by Authority or Tenant in connection with the Regulations as they pertain to the Premises, and any modifications to or renewals thereof. Such permit will not cover construction activities as defined by the Regulations and will not eliminate the need to obtain permits from state or local agencies as applicable laws, ordinances or regulations may require.

b) If Tenant, or its authorized agents or representatives, engages in construction activity at the Airport, including, without limitation, clearing, grading, or excavation, Tenant shall determine whether the Regulations require a permit, and if so, Tenant shall obtain the permit, send a copy of the permit to the attention of the Authority's Manager of Environmental Services, and comply with the permit conditions.

16. Americans with Disabilities Act. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Authority to enable the Authority to meet its ADA obligations with respect to Tenant's operations) as a result of (i) any Improvements or modifications which it makes to the Premises, (ii) its particular use of the Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of the Authority. In the event the Tenant shall fail to construct or modify any Improvements to the Premises as required under this Section, the Authority shall have the right to enter the Premises and perform such modifications on the Tenant's behalf, without liability for any disruption to the Tenant's activities therein during the completion of or as a result of such



modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the Authority as additional Rent hereunder.

17. Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Lease as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, severe adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of acts of terrorism, war or other national emergency, acts of God or other causes beyond the reasonable control of the party obligated to perform, then such failure shall be excused and not constitute a default under this Lease by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended, Annual Rent and Rent under this Lease shall not abate, and Tenant shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by Tenant to pay Annual Rent or Rent or any other payment obligation hereunder. Nor shall this provision apply to any inability by Tenant to procure funds or obtain financing necessary to comply with Tenant's obligations under this Lease.

18. Subordination.

a) This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and the City, and those between the Authority or the City and the United State of America, the State of Florida, or the County of Orange, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

b) In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Tenant hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such modifications and changes do not unreasonably impede the intended use and benefit of and to Tenant of the Premises and of this Lease. In the event that any such modifications or changes unreasonably impede the intended use and benefit of and to Tenant of the Premises and of this Lease, then Tenant shall have the option to terminate this Lease.

c) Notwithstanding the foregoing provisions of this Section 17, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Tenant to use the Premises for the purposes permitted under this Lease, Tenant shall have the right to terminate this Lease by written notice to the Authority.

19. Public Entity Crimes Law. The Tenant acknowledges the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

20. Visual Arts. Tenant shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Premises without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

21. Authority Horizontal Permitting Rules and Regulations. Tenant shall observe and comply with the Authority's Horizontal Permitting Rules and Regulations, as amended from time to time, with respect to any applicable horizontal development on Airport property. Authority shall, at Tenant's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Tenant.

## EXHIBIT I

### RULES AND REGULATIONS

1. Landlord reserves the right to change from time to time the format of the signs or lettering on the signs, and to require replacement of any signs previously approved to conform to Landlord's new standard sign criteria established pursuant to any remodeling of the Shopping Center

2. Tenant shall not (1) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of competent jurisdiction, or conduct or permit any "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise at "manufacturer's," "distributor's," or "wholesale," "warehouse," or similar prices or other than at "off-price" or at "retail" prices; (ii) use, or permit to be used, the malls or sidewalks adjacent to such Premises, or any other area outside the Premises for solicitation or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotional activities in cooperation with the management of the Shopping Center or an association of merchants within the Shopping Center); (iii) use or permit to be used any flickering lights or any sound broadcasting or amplifying device which can be heard outside of the Premises; or (iv) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.

3. Tenant shall at all times keep the Premises at a temperature at sufficient levels to maintain the integrity and safety of the premises. Tenant shall not, nor shall Tenant at any time permit, any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within the Shopping Center, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure the Shopping Center or be a nuisance or menace to other tenants in the Shopping Center.

4. Tenant shall not obstruct any sidewalks, passages, exits, entrances, truck ways, loading docks, package pick-up stations, pedestrian sidewalk and ramps, first aid and comfort stations, or stairways of the Shopping Center. No Tenant and no employee or invitee of any Tenant shall go upon the roof of the Shopping Center. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on the roof or exterior surfaces of the Leased Premises for Tenant to Landlord for its approval and supervision before performance of any service. All such service companies shall provide proof of insurance.

5. If Tenant requires internet, telephonic, burglar alarm or similar services, it shall first obtain, and comply with Landlord's instructions in their installation.

6. Tenant shall not place a load upon any floor which exceeds the designed load per square foot or the load permitted by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Premises. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to

Tenant which cause noise or vibration that may be transmitted to the structure of Tenant's store or to any other space to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. The persons employed to move equipment in or out of Tenant's store must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Shopping Center by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

7. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

8. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in the Shopping Center or elsewhere.

9. Except as approved by Landlord, Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

10. Tenant shall not install, maintain or operate upon the Premises or in any Common Areas under the exclusive control of Landlord any vending machine or video game without Landlord's prior written consent.

11. Tenant shall store all its trash and garbage in containers within its Premises and/or in the portion of the Common Areas designated by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. Trash receptacles should be clean at all times and at no time should discarded merchandise or fixtures be placed outside of the dumpster. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

12. No cooking on the Premises shall be permitted or done by Tenant without Landlord's prior written consent, except (as long as odors do not emanate from the Premises) brewing coffee or similar beverages and cooking with a single microwave oven by employees only, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

13. Tenant shall not use in any space any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into Tenant's store.

14. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

15. The delivery or shipping of merchandise supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Shopping Center.

16. Landlord shall designate certain areas of the parking lot/garage as “employee parking areas” and no Tenant or employees of Tenant shall park outside of such designated areas. Upon request by Landlord, Tenant shall furnish to Landlord a complete list of the license numbers of all such automobiles. If Tenant or any employee of Tenant fails to park its cars in the designated areas, Landlord shall have the right, in its sole discretion, to (i) charge Tenant \$10.00 per day per illegally parked car and/or (ii) have such car physically removed at Tenant’s expense without any liability whatsoever to Landlord. Tenant shall not bring bicycles, motorcycles or other vehicles into areas not designated and authorized for same.

17. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Shopping Center.

18. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Shopping Center.

19. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Shopping Center.

20. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant’s employees, agents, clients, customers, invitees and guests.