

LEASE

BETWEEN

CITY OF SUNRISE

AND

**THE CRAFTED HUB LLC D/B/A THE CRAFTED HUB
CAFE**

THIS LEASE (the “Lease”), dated as of the _____ day of _____, 2026, by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation (“Landlord” or “City”), and The Crafted Hub LLC d/b/a The Crafted Hub Cafe, a Florida limited liability company (“Tenant”).

RECITALS

WHEREAS, the City Commission adopted the East Sunrise Improvements Master Plan (“Master Plan”) in March of 2019; and

WHEREAS, the Village Center, which is the area where the Premises (as further defined below) is located, is on track to become the jewel of the City, its “Main Street;” and

WHEREAS, the City believes that a strong presence of unique food and beverage establishments that include outdoor dining and activities such as live music, fitness events, and other cultural offerings, are very important to help create an active and lively main street environment that was envisioned in the Master Plan; and

WHEREAS, in addition to being a fun place for residents and visitors to enjoy, a coffee shop invites new energy and excitement into the area and furthers revitalization efforts for the area; and

WHEREAS, a coffee shop is a small informal restaurant where drinks such as coffee and small meals are served; and

WHEREAS, the City approved a lease with a restaurant/brewery/distillery nearby, and a coffee shop will provide great synergy with the upcoming restaurant. A coffee shop also helps attract more vibrant and likeminded independent businesses and more investment to the area; and

WHEREAS, The Crafted Hub Cafe is a curated retail and marketplace platform, rather than a single-chef café, featuring a selection of pastries, sauces, desserts, beverages, and other products created by Pro Kitchen Hub members, providing consumers with an evolving food and beverage experience while giving Pro Kitchen Hub members a physical storefront to sell, promote, and grow their businesses; and

WHEREAS, The Crafted Hub Cafe (“Tenant”) is a sub-brand and retail extension of Pro Kitchen Hub (“PKH”), a shared commercial kitchen business located in Sunrise, Florida, focused on supporting and growing emerging food businesses; and

WHEREAS, the City has determined that leasing the Premises to the Tenant for the operation of a coffee shop, which will include a coffee bar, comfortable seating areas, and a kitchen, satisfies a municipal purpose.

In consideration of the rents and covenants set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon the following terms and conditions:

ARTICLE 1 FUNDAMENTAL LEASE PROVISIONS

The provisions in this Article shall be referred to in this Lease as the "Fundamental Lease Provisions." Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings listed in the Fundamental Lease Provisions.

Effective Date: The date on which this Agreement is fully executed by all parties.

Commencement Date: The earlier of the following: (1) date the Temporary Certificate of Occupancy ("TCO") is issued for the Tenant Improvements or (2) ninety (90) days from the date the Landlord receives a Certificate of Completion for the Building Improvements.

Landlord:
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

Tenant: The Crafted Hub LLC d/b/a The Crafted Hub Cafe
5007 Hiatus Rd
Sunrise, FL 33351

Premises: 6780 Sunset Strip, Unit # 11
Sunrise, FL 33313
Folio 4941 27 BG 0090

Legal description of Premises provided in Exhibit A

Term: Commencing on the Effective Date and expiring on the five (5) year anniversary of the Commencement Date. Upon expiration of the initial five (5) year term, Tenant shall have the option to extend this Lease for an additional five (5) years (the "Extension Term"). Landlord agrees to approve the extension, provided that:

- Tenant gives Landlord written notice of its intention to exercise the extension option ("Notice of Extension" at least ninety (90) days prior to the end of the initial term;
- Tenant is not in default under this Lease at the time of the

Notice of Extension and is not and has not been in default of this Lease for a continuous period of 60 days or more at any time during the term of this Lease; and

- Tenant agrees to the same terms and conditions for the Extension Term as the initial term, except for the rent adjustments negotiated by the parties as set forth below. Upon exercise of the extension option, the Lease shall be deemed extended for the additional five (5) year period, and all terms and conditions shall remain in full force and effect.

Base Monthly Rent:	Commencing on the Commencement Date:
	Year 1 \$0.00
	Year 2: \$801
	Year 3: \$962
	Year 4: \$1,122
	Year 5: \$1,282

Upon expiration of the Initial Term, the Tenant and Landlord will negotiate the rent amount for the Extension Term. The Landlord agrees that the rent amount shall not be higher than market rent of the surrounding neighborhood. If the Tenant disagrees with the proposed rent amount, the Landlord commits to reviewing the Tenant's profit and loss statement to evaluate the Tenant's profitability and help determine a rent amount that will not hinder the Tenant's ability to grow and be successful.

Permitted Use: Coffee Shop

ARTICLE 2 TERM AND RENT

2.1 Term. The Term of this Lease shall be as set forth in the Fundamental Lease Provisions. The Term shall be hereinafter referred to as the "Lease Term."

2.2 Base Monthly Rent. Tenant shall pay Landlord the Base Monthly Rent plus sales tax, in advance, without demand, on the first day of each month, in accordance with the Fundamental Lease Provisions.

Should the Commencement Date begin after the first day or end on a day other than the last day of a calendar month, then the rental for such fractional month shall be computed on a daily basis at an amount equal to 1/30th of the Base Monthly Rent for each day. Tenant shall pay Landlord the Base Monthly Rent in lawful money of the United States without deduction, setoff or counterclaim. The Base Monthly Rent shall increase in

accordance with the amounts set forth in the Fundamental Lease Provisions on an annual basis.

2.3 Impositions. Unless otherwise stated in this Lease, in addition to the Base Monthly Rent, Tenant shall pay to the parties respectively entitled thereto all impositions, including but not limited to, any and all expenses and costs of any kind whatsoever for fees (including, without limitation, license, permit, inspection, authorization, and similar fees), Taxes (as defined in Article 5), levies, imposts, duties, charges, insurance premiums, assessments, excises, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Premises or the business conducted thereon by Tenant (collectively, the "Impositions"). If any such Impositions are allocated to Landlord, rather than charged directly against Tenant or the Premises, Landlord shall provide Tenant with such supporting records for such charges as Tenant may reasonably request. Tenant shall furnish to Landlord, promptly upon request of Landlord, official receipts or other satisfactory proof evidencing payment of such Impositions.

2.4 Late Charge. If any installment of the Base Minimum Rent, any Imposition, or any other payment provided for under this Lease which is payable by Tenant is not received by Landlord within five (5) days, Tenant shall immediately pay Landlord the amount of Five Hundred (\$500.00) Dollars as a late charge (the "Late Charge"). Landlord and Tenant agree that the Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment by Tenant. Acceptance of the Late Charge by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

2.5 Interest on Overdue Amounts. The Base Monthly Rent and all other amounts due Landlord under this Lease which are not paid when due shall bear interest at a per annum rate equal to ten percent (10%) based upon the sum of the past due amount plus any applicable Late Charge, from the date due until paid; provided, however, that if such rate shall exceed the lawful rate of interest which Landlord is entitled to charge under applicable law, then the per annum rate of interest on any such overdue amounts shall be the maximum rate permitted by applicable law. Tenant's payment of, and the Landlord's acceptance of, such interest shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

2.6 Modified Gross Lease. This Lease is what is commonly called a "modified gross lease," it being understood that the Tenant shall be responsible for all utilities, insurance, janitorial costs, maintenance of Tenant's purchased equipment, furniture and fixtures, Taxes (as defined in Article 5), as well as its portion of building maintenance responsibilities as set forth in Article 7, and the Landlord shall be responsible for the common area maintenance ("CAM") costs, and building maintenance as set forth in Article 7.

ARTICLE 3 IMPROVEMENTS

3.1 Landlord Build-Out Obligations. Landlord, at its own expense, will construct or cause to be constructed on the Premises the installation of certain building related improvements (the "Building Improvements"), as shown in Exhibit "D" "Interior Modifications (Unit 11) at Library Square." These Building Improvements can be generally described as, and shall include, but not be limited to the purchase, construction, and installation of:

- i. Back door leading to the Village Art Plaza Biergarten;
- ii. Storefront doors and windows;
- iii. New Mechanical HVAC including split air conditioning system, restroom and back of house exhaust fans, ducts and diffusers;
- iv. New Electrical Panel, disconnects, and ample junction boxes for the Tenant's equipment and fixtures;
- v. Plumbing stub-outs for the Tenant's fixtures;
- vi. Fully finished ADA-compliant restrooms;
- vii. Concrete slab floors prepared for the Tenant's finished flooring;
- viii. General area and kitchen lighting with switches and junction boxes provided for future accent and task lighting;
- ix. Painted open structure ceiling
- x. Miscellaneous prime painting, and drywall modifications; and any and all required demolition to facilitate the above improvements.

3.1.1 The City at its sole discretion may elect to modify the intended build-out, by addition, deletion, or relocation of selected building elements to better meet the Tenant's infrastructure needs.

3.2 Tenant Build-Out Obligations. Tenant at its own expense will construct or cause to be constructed on the Premises the installation of all furniture, fixtures, and equipment for the operation of the coffee shop (the "Tenant Improvements"), substantially in accordance with the Final Plans and Specifications (the "Final Plans") to be prepared by Tenant and submitted to Landlord for approval. Tenant's Improvements shall include, but not be limited to the purchase, construction, and installation of:

- i. The coffee bar with countertop; coffee making equipment; kitchen equipment, including any required hoods and make-up air conditioning units, or modifications to the City-provided HVAC; interior signage; and electrical and plumbing connections to provided stub-outs and j-boxes;
- ii. Furniture and fixtures;
- iii. Finish flooring, including floor drain strainers;
- iv. Accent and task lighting, including connections to provided j-boxes;
- v. Exterior Building Signage;
- vi. Interior wall painting; wall treatments; and murals and art decorations that are designed as an extension to the Village Art Plaza; and

- vii. Any other improvements to facilitate the Coffee Shop Concept in Exhibit B.

3.2.1 All Tenant Improvements, including the quality and style of all furniture, fixtures and equipment, shall be subject to the Landlord's approval.

Upon expiration or termination of the Lease Term, Tenant shall surrender the Premises to Landlord, including all structural improvements made by Tenant, which shall become the property of Landlord. However, Tenant shall be entitled to remove all nonstructural improvements, including but not limited to:

- Trade fixtures
- Furniture
- Movable equipment
- Decorations
- Signage

provided that Tenant shall repair any damage caused by such removal. The removal of the items listed above shall occur within seven (7) days of the expiration or termination of the lease and if Tenant fails to remove, the items become the property of the Landlord.

3.2.2 All Tenant Improvements shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and satisfactory to Landlord, and shall be made in accordance with Final Plans.

3.2.3 The Final Plans shall be submitted to the City Manager or designee within sixty (60) days of the Effective Date of this Lease. The Final Plans shall provide specific details and layout for the coffee shop concept which is generally described in Exhibit B. The Tenant Improvements will be constructed by Tenant in a good and workmanlike manner utilizing new and first grade materials, free and clear of all mechanics', laborers' and materialmen's liens and claims and in compliance with all applicable building, zoning and other laws, ordinances, regulations and orders of the federal, state, and county or other governmental authorities having jurisdiction over the Premises. Landlord and its representatives shall have the right to inspect the Premises during the course of construction of the Tenant Improvements.

3.2.4 Tenant shall, at Tenant's sole expense, engage all necessary engineers and contractors and obtain all necessary permits, licenses, certificates, and approvals, including building permits and any required change of occupancy or certificate of occupancy, from all applicable governmental authorities for the construction and completion of the Tenant Improvements. The Tenant Improvements shall be completed no later than ninety (90) days from the date Landlord receives a Certificate of Completion for the Building Improvements.

ARTICLE 4 USE OF THE PREMISES

4.1 Use. Tenant shall use the Premises solely for the Permitted Use. Tenant may not use the Premises for any other purpose without obtaining the prior written consent of Landlord.

4.2 Condition of Premises "AS IS". Tenant acknowledges that prior to the Commencement Date it has performed sufficient inspections of the Premises in order to fully assess and make itself aware of the condition of the Premises, and that Tenant is leasing the Premises in its "AS IS" condition. Except as may be expressly set forth in or required by this Lease, Tenant acknowledges that the Landlord has made no other representations or warranties as to the condition or status of the Premises and that Tenant is not relying on any representations or warranties of the Landlord or any broker(s), or agent of Landlord in leasing the Premises. Except as may be expressly set forth in or required by this Lease, Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

- i. The nature, quality or condition of the Premises, including, without limitation, the water, soil and geology;
- ii. The suitability of the Premises for any and all activities and uses which Tenant may conduct thereon;
- iii. The compliance of or by the Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- iv. The habitability, merchantability or fitness for a particular purpose of the Premises; or
- v. Any other matter with respect to the Premises.

Without limiting the foregoing, Landlord does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, at, on, under or about the Premises or the compliance or non-compliance of the Premises with any laws, rules, regulations or orders regarding Hazardous Substances Laws. Hazardous Substances shall also include Radon Gas.

Radon Gas Disclosure. The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION

REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM
YOUR COUNTY HEALTH DEPARTMENT.

Tenant further acknowledges that neither Landlord nor any agent of Landlord has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises other than as may be specifically set forth in this Lease. Accordingly, as between Landlord and Tenant under this Lease, the physical condition of the Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Premises shall be the sole responsibility and obligation of Tenant.

4.3 Tenant Operation Obligations. Tenant shall:

- i. Coordinate with the Landlord with respect to the name selection and logo for the coffee shop. The name selection and logo for the coffee shop shall be subject to the approval of the City Manager;
- ii. Include labeling on any coffee roasted on Premises specifying that it was made and distributed in the City of Sunrise;
- iii. Include "Sunrise" on marketing materials, giveaways and social media posts;
- iv. Organize and host a minimum of 3 events per month (with the exception of the first 6 months of operations where a minimum of 2 events per month will be allowed), of which, all events shall be on the Village Art Plaza stage, weather permitting, and may include but not be limited to events that focus in art, music, fitness, tastings, and/or education;
- v. Provide philanthropy, limited product donations, volunteerism, and sponsorship of events within the City;
- vi. Tenant shall make best efforts to source and utilize local and organic ingredients for any food or beverage sold at the Premises;
- vii. Install high-efficient lighting systems with occupancy and daylight sensors to reduce energy use;
- viii. Provide free Wi-Fi for the Premises;
- ix. Utilize natural gas for cooking when possible;
- x. Tenant shall make best efforts to implement City resident preference when hiring;
- xi. Tenant shall operate the business at the Premises at a minimum from 8:00 a.m. to 7:00 p.m., Tuesday through Saturday, and from 8:00 a.m. to 2:00 p.m. on Sunday, for a minimum total of 61 operating hours per week. The total weekly operating hours may be modified or increased but shall not be reduced without Landlord's prior written consent. Tenant shall also maintain extended operating hours during events held at Village Art Plaza, as reasonably required to accommodate such events;
- xii. In addition to coffee, the tenant will provide food offerings developed in collaboration with Pro Kitchen Hub chefs and will make its best efforts to provide ice cream options for evening activation.

4.4 Compliance With Laws.

4.4.1 Tenant shall, at Tenant's sole expense, comply in all material respects with all applicable laws, ordinances, orders, rules, regulations, of any governmental authorities and with any directive of any public officer which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises or the use or occupation thereof or signage thereon, including, without limitation, any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating to the environment, health or safety.

4.4.2 Tenant shall not use or permit the Premises to be used in any manner which will result in waste or the creation of a nuisance, and Tenant shall maintain the Premises free of any objectionable noises, odors, or disturbances.

4.5 Environmental Compliance

4.5.1 Tenant shall, at its sole cost and expense at all times during the Term, comply in all respects with the Environmental Laws (as defined below) in its use and operation of the Premises.

4.5.2 Tenant shall not use the Premises for the purpose of storing Hazardous Materials (as defined below) except in full compliance with the Environmental Laws and other applicable law, and shall not cause the release of any Hazardous Material.

4.5.3 Tenant shall notify Landlord promptly and in reasonable detail in the event that Tenant becomes aware of or suspects (i) the presence of any Hazardous Material on the Premises (other than any Permitted Hazardous Materials, as defined below), or (ii) a violation of the Environmental Laws on the Premises

4.5.4 If Tenant uses or permits the Premises to be used so as to subject Tenant, Landlord or any occupant of the Premises to a claim of violation of the Environmental Laws, Tenant shall, at its sole cost and expense, immediately cease or cause cessation of such use or operations and shall remedy and fully cure any conditions arising therefrom. Tenant shall have the right to contest any alleged violation in good faith through administrative or judicial proceedings so long as such contest does not create an imminent threat to public health, safety, or the environment.

4.5.5 At its sole cost and expense, Tenant shall (i) immediately pay, when due, the cost of compliance with the Environmental Laws within the Premises, and (ii) keep the Premises free of any liens imposed pursuant to the Environmental Laws. Tenant shall, at all times, use, handle and dispose of any Permitted Hazardous Material in a commercially reasonable manner and in compliance with the Environmental Laws and applicable industry standards. Tenant shall cooperate with Landlord in any program between Landlord and any governmental entity for proper disposal and/or recovery of any Permitted Hazardous Material.

4.5.6 Tenant shall indemnify, save and hold Landlord harmless from and

against any environmental claim, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any violation of the covenants of Tenant contained in Section 4.5 by Tenant, or out of any violation of the Environmental Laws by Tenant, its owners, employees, agents, contractors, customers, guests and invitees, which indemnity obligation shall survive the expiration or termination of this Lease for a period not to exceed three (3) years. This indemnification obligation does not apply to pre-existing hazardous materials, whether known or not known, or hazardous materials introduced by Landlord or prior tenants. In the event this indemnification obligation conflicts with the indemnification obligation in section 6.6, this indemnification obligation shall govern.

4.5.7 In the event that Tenant fails to comply with any of the foregoing requirements of this Section, after the expiration of the cure period permitted under the Environmental Laws, if any, Landlord may, but shall not be obligated to (i) elect that such failure constitutes a default under this Lease; and/or (ii) take any and all actions, at Tenant's sole cost and expense, that Landlord deems necessary or desirable to cure any such noncompliance. Tenant shall reimburse Landlord for any costs incurred by Landlord in exercising its options under this subsection within 5 days after receipt of a bill therefor.

4.5.8 The provisions of this Section shall survive the expiration or termination of the Lease Term.

Capitalized terms used in this Section and not otherwise defined herein shall have the following meanings:

"Hazardous Materials" means any material defined as hazardous by the Environmental Laws. This material shall include but is not limited to any regulated waste or substance that poses a hazard to health, safety, property, and/or environment.

"Environmental Laws" means all requirements of applicable, environmental, ecological, health, safety, transportation, or industrial hygiene laws or regulations or rules of common law related to the Property, including all requirements imposed by any law, rule, order, or regulation of any federal, state, or local executive, legislative, judicial, regulatory, or administrative agency, board, or authority, which relate to (i) noise; (ii) pollution or protection of the air, surface water, ground water, or land; (iii) solid, gaseous, or liquid waste generation, treatment, storage, disposal, or transportation; (iv) exposure to Hazardous Materials; or (v) regulation of the manufacture, processing, distribution and commerce, use, or storage of Hazardous Materials or public safety.

"Permitted Hazardous Material" means any Hazardous Material which is necessary and commercially reasonable for the provision of any good or service related to the Permitted Use.

4.6 Permits and Licenses. Tenant shall be solely responsible to apply for and secure any hazardous materials and/or building permit or permission of any duly constituted authority for the purpose of doing any of the things which Tenant is required or permitted to do under the provisions of this Lease.

ARTICLE 5 TAXES AND UTILITIES

5.1 Payment of Taxes. Tenant shall pay the Taxes (as defined in the following Section) applicable to the Premises during the Lease Term. Landlord shall provide Tenant with copies of any tax bills applicable to the Premises promptly after receipt of such bills. All such payments shall be made at least 10 days prior to the delinquency date of such payment. Tenant shall promptly furnish Landlord with satisfactory evidence that such Taxes have been paid. If any such Taxes paid by Tenant shall cover any period of time prior to or after the expiration of the Lease Term, Landlord shall reimburse Tenant to the extent required. If Tenant shall fail to pay any such Taxes, Landlord shall have the right (but not the obligation) to pay the same, in which case Tenant shall repay such amount plus any penalties and interest resulting therefrom to Landlord within 5 days after receipt of a bill therefor.

5.2 Definition of "Taxes". As used herein, the term "Taxes" shall include:

5.2.1 Sales tax on Base Monthly Rent, ad valorem taxes assessed against the Premises, and personal property ad valorem tax or gross receipts tax imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof, on, against or with respect to the Premises, this Lease, any legal or equitable interest of Landlord or any superior landlord in the Premises or in the real property of which the Premises are a part, Landlord's right to rent or other income therefrom, and Landlord's business of leasing the Premises;

5.2.2 Any tax, fee, levy, assessment, penalty, interest or other charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment, or charge hereinabove included within this definition of Taxes, or (ii) any tax or increase in any tax which is imposed as a result of a transfer, either partial or total, of Landlord's interest in the Premises to Tenant, or (iii) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof; and

5.2.3 All inspection fees, taxes, bonds, permits, certificates, assessments and sales, use, property or other taxes, fees or tolls of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against Landlord or Tenant by any federal, state, county or local governmental authority upon or with respect to the Premises or the use thereof or upon the possession, leasing, use, operation or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Lease; and

5.2.4 All taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises or elsewhere, which Tenant shall cause to be separately assessed and billed directly to Tenant.

Tenant shall pay when due or reimburse and indemnify and hold Landlord harmless from and against any Taxes.

5.3 Tenant's Right to Contest Taxes.

5.3.1 Tenant shall have the right, at Tenant's sole expense, to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith, but no such contest shall be carried on or maintained by Tenant after the time limit for the payment of any Taxes unless Tenant shall (i) pay the amount involved under protest; (ii) procure and maintain a stay of all proceedings to enforce any collection of any Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money, or by such undertaking, as may be required or permitted by law to accomplish such stay; or (iii) deposit with Landlord, as security for the performance by Tenant of its obligations hereunder with respect to such Taxes, 100% of such contested amount or such other reasonable security as may be demanded by Landlord to insure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. Upon the termination of any such proceedings, Tenant shall pay the amount of such Taxes or part thereof, as finally determined in such proceedings, together with any costs, fees (including all reasonable attorneys' fees and expenses), penalties or other liabilities in connection therewith; provided, however, that if Tenant has deposited cash or cash equivalents with Landlord as security under clause (iii) above, then, so long as no default exists under this Lease, Landlord shall arrange to pay such Taxes (or part thereof) together with the applicable costs, fees and liabilities as described above out of such cash or cash equivalents and return any unused balance, if any, to Tenant. Otherwise, Landlord shall return to Tenant all amounts, if any, held by or on behalf of Landlord which were deposited by Tenant in accordance with such clause (iii) above.

5.3.2 Landlord agrees that whenever Landlord's cooperation is required in any proceeding brought by Tenant to contest any tax, Landlord will reasonably cooperate therein, provided that same shall not entail any cost, liability or expense to Landlord. Tenant shall pay, indemnify and save Landlord harmless of and from, any and all liabilities, losses, judgments, decrees, costs and expenses (including all reasonable attorneys' fees and expenses) in connection with any such contest and shall, promptly after the final settlement, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, and Tenant shall perform and observe all acts and obligations, the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Landlord to the risk of any civil liability or the risk of any criminal liability, and Tenant shall

give such reasonable indemnity or security to Landlord as may reasonably be demanded by Landlord to insure compliance with the foregoing provisions of this Section.

5.4 Payment of Utilities. Tenant shall pay to the utility companies or other parties entitled to payment the cost of all water, heat, air conditioning, gas, electricity, telephone, and other utilities and services provided to or for the Premises, including, without limitation, connection fees and taxes thereon.

5.5 Interruption in Utility Service. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to any abatement of, set off or reduction in the amounts payable to Landlord hereunder or otherwise entitle Tenant to terminate this Lease.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Tenant's Insurance. From and after taking possession of the Premises, Tenant shall carry and maintain, at its sole cost and expense, the following types and amounts of insurance on a primary and non-contributory basis. Any coverage maintained by the Landlord shall apply excess of, or contingent upon, the absence of insurance required or maintained by Tenant. All insurance requirements shall be subject to commercially available coverage from qualified insurers.

<u>Insurance Type</u>	<u>Amount of Coverage</u>
Commercial General Liability (bodily injury and property damage)* *Landlord shall be listed as an Additional Insured with either the CG 20 11 01 96 Additional Insured – Managers or Lessors of Premises, or 2026 04 13 Additional insured – Designated Person or Organization endorsement or similar endorsement providing blanket additional insured coverage.	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Worker's compensation	Mandatory. Elective exemptions will not satisfy this requirement.
Business Automobile Liability (owned, non-owned, hired vehicles)	\$1,000,000

Business Interruption with Extra Expense Insurance	Maximum Period of Indemnity Option, or limit determined by Tenant, whichever is greater. No coinsurance provisions unless mandated by insurer.
Business Personal Property for Betterments and Improvements, plate glass and exterior signs with Landlord Loss Payee	Limit not less than 100% of the replacement cost determined by Tenant. No coinsurance provision unless mandated by insurer.

6.2 Policy Form.

6.2.1 Tenant shall obtain all policies of insurance required by Article 6 issued in the names of Tenant and Landlord, as their respective interests may appear. In addition, all such policies providing coverage for physical damage shall include a loss payee endorsement in favor of Landlord. The Tenant shall cause copies of such policies of insurance or originally executed certificates thereof to be delivered to Landlord prior to Landlord's execution of this Lease, and not less than thirty (30) days prior to any renewal thereof. As often as any such policy shall expire or terminate, Tenant shall procure and maintain renewal or additional policies with like terms. None of such policies shall contain any co-insurance requirements and all such policies shall provide for written notice to Landlord not less than ten (10) days prior to any modification, cancellation, lapse, or reduction in the amounts of insurance, and shall further provide that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Landlord or Tenant which might, absent such provision, result in a forfeiture of all or part of the payment of such loss. All general liability, property damage, and other casualty policies shall be written on an occurrence basis as primary policies, not contributing with or in excess of coverage which Landlord may carry. If any insurance requirements herein are not available or affordable based on insurance market conditions, Tenant may request a modification or waiver of insurance in writing to Landlord, who will have sole discretion as to approve the modification or waiver by Landlord's Risk Manager.

6.3 Subrogation Waiver. Tenant (for and by itself and its insurer) hereby waives any rights, including rights of subrogation, each may have against the Landlord on account of any loss or damage occasioned to Tenant, as the case may be, to Tenant's respective property, the Premises or its contents that are caused by or result from risks insured against under any insurance policies carried by the Tenant hereto and in force at the time of any such damage. The foregoing waivers of subrogation shall be operative only so long as available in the jurisdiction where the Premises are located and so long as no policy of insurance is invalidated thereby.

6.4 Payment of Insurance. In the event that Tenant shall fail to obtain the insurance policies required hereunder or to pay the premiums due for the insurance policies required hereby, Landlord shall have the right, but not the obligation, to pay the same in which case Tenant shall repay such amount plus any penalties or additional amounts resulting therefrom to Landlord within 5 days after receipt of a bill therefor.

6.5 Insurance Use Restrictions. Tenant shall not carry any stock or goods or do anything in, on, or about the Premises which will substantially increase the insurance rates upon the building of which the Premises are a part.

6.6 Indemnification. Tenant shall indemnify Landlord for, defend Landlord against, and save Landlord harmless from, any liability, loss, cost, injury, damage or other expense or risk whatsoever that may occur or be claimed by or with respect to any person(s) or property on or about the Premises and resulting directly or indirectly from

6.6.1 the use, misuse, occupancy, possession or disuse of the Premises by Tenant or other persons claiming through or under Tenant, or their respective agents, employees, licensees, invitees, guests or other such persons;

6.6.2 Tenant's maintenance of the condition of the Premises;

6.6.3 any work or thing done in respect of construction of, in or to the Premises or any part of the improvements now or hereafter constructed on the Premises (other than work by or on behalf of Landlord);

6.6.4 any use, possession, occupation, operation, or management of the Premises or any part hereof, including Outdoor front patio seating and nearby Biergarten Seating and Entertainment Area (included as part of the Village Art Plaza);

6.6.5 any failure to, or to properly, use, possess, occupy, operate, maintain or manage the Premises or any part thereof;

6.6.6 the condition, including environmental conditions but only to the extent provided in 4.5.6, of the Premises unless otherwise stated herein;

6.6.7 any negligence on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees;

6.6.8 any accident, injury or damage to any person or property occurring in, on or about the Premises; and

6.6.9 any act or incident arising out of or related to this Lease.

6.6.10 the indemnification obligation under section 6.6 does not apply to (a) any claims or liabilities resulting from the sole negligence or willful misconduct of Landlord, its employees, agents, or hired contractors by written agreement; (b) any failure by Landlord to perform its contractual maintenance and repair obligations under this Lease; or (c) any pre-existing condition at the Premises not caused by Tenant unless Tenant had a legal duty to use reasonable care in maintaining its premises in a reasonably safe condition for a invitee, or Tenant's duty to give invitee warning of concealed perils that are or should be known to the Tenant, and that are unknown to the invitee and cannot be discovered

through the exercise of due care. Invitee shall mean either business invitee or public invitee;

6.6.11 Notwithstanding anything to the contrary in this Section 6.6, Tenant's indemnification obligations under this Section 6.6 shall be limited to claims arising from Tenant's negligence, misconduct, or breach of Lease obligations.

ARTICLE 7 MAINTENANCE AND REPAIRS

7.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, maintain in good repair, order, and serviceable condition the interior of the Premises and every part thereof, including, without limitation, all interior walls, plumbing, ventilation, heating, air conditioning, furnishings, finishings, and electrical systems and equipment in, on, or exclusively serving, the Premises, including the coffee making related Equipment; and all windows, doors, plate glass, interior walls, and ceilings which are part of the Premises. The Tenant shall also, in collaboration with the brewery, be responsible for maintaining in good repair, order, and serviceable condition, the Biergarten Area, as depicted in Exhibit C. The Tenant shall also be responsible for maintaining all exterior outdoor seating areas that the Tenant adds to the front of the premise. The Tenant shall also, at its sole cost and expense, be responsible for all janitorial services related to the Premises, as well as trash removal for the Premise. Tenant's responsibility, if any, indicated above shall not include major maintenance, which means a repair or replacement that exceeds the cost of \$500.00 per item, except for Tenant's Equipment and personal property. For purposes of this Section 7.1, "Tenant's Equipment" shall not include building systems, Landlord-installed HVAC, utility infrastructure, or structural components of the Premises or the building.

7.1.1. Tenant's Obligation for HVAC Maintenance. Tenant shall (i) maintain, repair, and replace when necessary all HVAC equipment which services the Premises, and shall keep the same in good condition through regular inspection and servicing, and (ii) maintain continuously throughout the Lease Term a service contract for the maintenance of all such HVAC equipment with a licensed HVAC repair and maintenance contractor approved by Landlord, which contract provides for the periodic inspection and servicing of the HVAC equipment at least once every ninety (90) days during the Lease Term. Tenant shall furnish Landlord with copies of all such service contracts, which shall provide that they may not be canceled or changed without at least thirty (30) days' prior written notice to Landlord. Notwithstanding any provision in the Lease to the contrary, any major repairs and/or replacement to the HVAC equipment, inclusive of any and all HVAC components, will be the Tenant's obligation.

7.1.2 Tenant's HVAC Repairs Contribution. Notwithstanding anything to the contrary set forth in Section 7.1 of the Lease, Landlord hereby agrees that, following the Warranty Period but subject to the Qualifying Conditions (defined hereinafter), if the Existing HVAC System (defined hereinafter) or any major component thereof requires

replacement or repairs costing in excess of \$500.00 per unit in any twelve month period (with Tenant paying the first \$500.00 of any such costs per unit in any twelve month period, provided, however, if there is more than one unit serving the Premises then not more than \$1,000.00 in the aggregate during any twelve month period) ("Tenant's HVAC Repairs Contribution"), then Landlord will be responsible for any costs above Tenant's HVAC Repairs Contribution ("Landlord's HVAC Obligations"). For purposes of this provision, in order to qualify for Landlord's HVAC Obligations, all of the following conditions (the "Qualifying Conditions") must be met: (A) Tenant must enter into and maintain the HVAC Maintenance Contract as required by Section 7.1.1 of the Lease, (B) such repair or replacement is required for the Existing HVAC System (defined hereinafter), (C) the need for such replacement or repair is not the result of the negligence or willful misconduct of Tenant or any of Tenant employees, agents, contractors or invitees, and (D) Tenant have paid Tenant's HVAC Repairs Contribution. The provisions of this Paragraph will only apply to the existing HVAC systems, including any major components thereof (the "Existing HVAC System") serving the Premises. Any replacement or repairs not meeting the Qualifying Conditions will be performed at Tenant sole cost and expense. For purposes of this provision, the cost of the HVAC Maintenance Contract will not be included in Tenant's HVAC Repairs Contribution.

7.2 Landlord's Obligations. Landlord covenants to keep the said Premises in good structural repair, so far as concerns Tenant. The Landlord shall be responsible for major maintenance of the Premises, which means a repair or replacement that exceeds the cost of \$500.00 per item.

7.2.1 Common Area Maintenance. The Landlord shall, at its sole cost and expense, be responsible for the Common Area Maintenance ("CAM"), which is limited to the maintenance of parking areas, driveways, alleys, landscaping, lighting, and the building fire sprinkler system.

7.3 Parties' Rights. If either party refuses or neglects to make repairs or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to the other, without prejudice to any other remedy, upon giving ten (10) days prior written notice, such party shall have the right to perform such maintenance or make such repairs on behalf of and for the account of the other. In the event a party so elects, the other shall pay the cost of such repairs, maintenance, or replacements within five (5) days following receipt of a bill therefor.

7.4 Emergency Repairs. If, in an emergency, it shall become necessary to make any repairs or replacements otherwise required to be made by Tenant, Landlord may enter the Premises, and proceed to make or cause such repairs or replacements to be made at its expense. Within thirty (30) days after Landlord renders a bill for such repairs or replacements, Tenant shall reimburse Landlord for the reasonable cost of making such repairs.

7.5 Landlord's Inspection and Entry Rights. Landlord, or any agent thereof, shall be entitled to enter the Premises during any reasonable business hours, taking into

account Tenant's operations (or any time without notice in the case of an emergency), for any of the following reasons:

- i. To examine the Leased Premises;
- ii. To make all repairs, addition(s) or alteration(s) that Landlord deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after thirty (30) days' advance notice in writing to Tenant that the Premises or any portion thereof is in need of maintenance or repair and Tenant fails to take appropriate curative actions; or
- iii. To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease after thirty (30) days' advance notice in writing to Tenant that the Premises or any portion thereof is not in compliance with the terms of the Lease and Tenant fails to take appropriate curative actions;

Provided that nothing herein shall be construed in such a manner as to impose upon Landlord the obligation to so enter the Leased Premises and perform any act referenced above.

7.6 Liability for Entry. Tenant, and any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under Tenant, or any invitees thereof shall have no claim or cause of action against Landlord because of Landlord's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or negligent conduct of Landlord, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

ARTICLE 8 ALTERATIONS

8.1 Consent to Alterations. Subject to the prior written consent of Landlord, Tenant may, at its sole cost and expense, make alterations, replacements, additions, changes, and improvements (collectively referred to in this Article as "Alterations") to the Premises as it may find necessary or convenient for its purposes, but only after giving Landlord written notice thereof, together with copies of all architectural plans and specifications relating to any such Alteration.

8.2 Ownership of Alterations. All Alterations made on the Premises shall become the property of Landlord at the expiration or termination of the Lease Term and shall be surrendered with the Premises.

8.3 Alterations Required by Law. Tenant shall, at its sole cost and expense, make any Alteration to or on the Premises, or any part thereof, which may be necessary or required by reason of any law, rule, regulation, or order promulgated by competent government authority.

8.4 General Conditions Relating to Alterations. Any Tenant Alteration shall be subject to the following conditions:

8.4.1 No Alteration shall be undertaken until Tenant shall have procured and paid for all required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

8.4.2 Any Alteration involving an estimated cost of more than \$100,000 shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and satisfactory to Landlord, and shall be made in accordance with detailed plans and specifications and cost estimates prepared by such architect or engineer and approved in writing in advance by Landlord.

8.4.3 Any Alteration shall be made promptly and in a good workmanlike manner, by property qualified and licensed personnel, and in compliance with all applicable permits and authorizations and building and zoning laws and all laws, and in accordance with the orders, rules and regulations of the Florida Building Code, if applicable, and any other body hereafter exercising similar functions having or asserting jurisdiction over the Premises.

8.4.4 No Alteration shall tie-in or connect any improvements to any building on the Premises with any property outside the Premises without the prior written consent of Landlord.

8.4.5 No Alteration shall reduce the value of the Premises or impair the structural integrity of any building comprising a part of the Premises.

8.5 Liens. In connection with Alterations or otherwise, Tenant shall do all things necessary to prevent the filing of any mechanic's or materialman's liens against the Premises, or any part thereof, or upon any interest of Landlord by reason of labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against all or any portion of the Premises, Tenant shall either cause same to be discharged of record within thirty (30) days after the date of filing of same or, if Tenant in good faith determines that such lien should be contested, Tenant shall either (i) bond over such lien in accordance with applicable law, or (ii) furnish such security as Landlord shall determine to be necessary and/or required to prevent any foreclosure proceedings against all or any portion of the Premises during the pendency of such contest. If Tenant shall fail to discharge or bond over such lien or fail to furnish such security within such period, then, in addition to any other right or remedy of Landlord resulting from said default of Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, and Tenant agrees to reimburse Landlord within 5 days after demand for all costs, expenses, and other sums of money spent in connection therewith.

ARTICLE 9
DAMAGE, DESTRUCTION, OBLIGATION TO REBUILD

9.1 Obligation to Rebuild. If any portion of the Premises is damaged or destroyed by fire or other casualty, Tenant shall forthwith give notice thereof to Landlord. Tenant shall obtain an estimate from a licensed architect or contractor of the cost to complete such repair, restoration, rebuilding or replacement, and Tenant shall, at its sole cost and expense, promptly repair, restore, rebuild or replace the damaged or destroyed improvements, fixtures or equipment, and complete the same as soon as reasonably possible, to the condition they were in prior to such damage or destruction, except for such changes in design or materials as may then be required by law. In such event, Landlord shall, to the extent and at the times the proceeds of the insurance are made available to Landlord, and only so long as Tenant shall not be in default under this Lease, deliver such funds to Tenant for the making such repairs, restoration, rebuilding and replacements.

9.2 Casualty During Last Twelve Months. Notwithstanding the foregoing, if the Premises is damaged or destroyed by fire or other casualty during the last twelve (12) months of the Term, Tenant may elect not to rebuild and to terminate this Lease; provided that Landlord shall receive insurance proceeds in the full amount of the casualty loss. In the event that Tenant elects to terminate this Lease and the insurance proceeds are less than the amount of the unpaid rent for the balance of the Lease Term, Tenant agrees to pay the difference to Landlord in cash (or cash equivalent) within five (5) days after receipt of a bill from Landlord.

ARTICLE 10
EMINENT DOMAIN

10.1 Tenant may prosecute any claim of loss or damage, and any right or claim to any part of an award that results from the exercise of eminent domain power of any governmental body, regardless of whether the loss or damage arise because of condemnation of all or part of the Premises. If a partial taking or condemnation renders the Premises unsuitable for Tenant's purposes under this Lease, the Tenant shall have the option to terminate this Lease. If an eminent domain power is exercised, Tenant shall have a claim for the unamortized portion of Tenant's capital investment in renovating the Premises and making the improvements specified in the Final Plans against Landlord for the value of an unexpired term of this Lease

ARTICLE 11
PROHIBITION ON ASSIGNMENT AND SUBLETTING

11.1 Landlord's Consent Required.

11.1.1 Tenant shall not assign this Lease or Tenant's interest in and to the Premises without obtaining the prior written consent of Landlord. Any attempted

assignment without such consent shall be void, and shall constitute a default by Tenant under this Lease. For purposes of this Article, the terms "assign" and "assignment" shall include any (i) act attempting to, or document purporting to, assign, transfer, enter into license or concession agreements for, change ownership of, or hypothecate this Lease or Tenant's interest in and to the Premises or any part thereof, (ii) change in the majority ownership of Tenant.

11.1.2 Any permitted assignee, transferee, licensee, concessionaire, or mortgagee shall agree for the benefit of Landlord to be bound by, assume, and perform all of the terms, covenants, and conditions of this Lease.

11.1.3 Notwithstanding anything contained herein to the contrary, Tenant shall not sublet, assign or enter to a management arrangement for the Premises on any basis such that the rent or other amounts to be paid by any subtenant, assignee or manager thereunder would be based, in whole or in part, on the income or profits derived from the business activities of such subtenant, assignee or manager on the Premises.

Notwithstanding the foregoing, Tenant may enter into consignment, product placement, revenue-sharing, commission-based sales, and similar vendor arrangements with Pro Kitchen Hub members and other food, beverage, artisan, retail, or culinary vendors in the ordinary course of Tenant's business, provided Tenant retains possession, management, and operational control of the Premises and remains fully responsible for all obligations under this Lease. Such arrangements shall not be deemed an assignment, sublease, or transfer of this Lease.

11.2 No Release of Tenant.

11.2.1 No assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. In the event of default by any assignee of Tenant or any successor Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee. Landlord may consent to subsequent assignments of this Lease or amendments or modifications to this Lease with assignees of Tenant, upon notice to Tenant, or any successor of Tenant, and after obtaining Tenant's or such successor's consent thereto, and such action shall not relieve Tenant of liability under this Lease.

11.2.2 Notwithstanding the foregoing subsection, in the event of an assignment otherwise in compliance with this Article, Landlord may, but shall have no obligation to, release Tenant from its primary liability under this Lease. In order to obtain such release, Tenant shall submit a written request to Landlord therefor, together with the following information for the proposed assignee: name; most recently prepared annual and quarterly financial statements (including a balance sheet and an income

statement); and a description of the length and nature of the experience of the proposed assignee and its principals (if a closely held entity) in the business proposed to be conducted by the assignee on the Premises. In the event that Landlord consents to such release, Landlord shall so notify Tenant in writing.

11.3 Subletting.

11.3.1. Tenant is prohibited from subleasing all or any portion of the Premises without obtaining the prior written consent of Landlord. Any attempted sublease without such consent shall be void, and shall constitute a default by Tenant under this Lease.

11.3.2. Landlord's consent to any sublease shall not relieve Tenant from the obligation to obtain Landlord's consent to any further sublease.

11.3.3. Notwithstanding any sublease or assignment, Tenant shall remain fully liable for the payment of all Base Monthly Rent, and for the performance of all the terms, covenants and conditions contained in this Lease on Tenant's part to be observed and performed, and any default under any term, covenant or condition of this Lease by any subtenant or assignee shall be deemed to be a default under this Lease by Tenant.

ARTICLE 12 DEFAULT; REMEDIES

12.1 Default. The occurrence of any one or more of the following events shall constitute a default by Tenant under this Lease:

12.1.1 Unless previously consented in writing by Landlord, the failure of Tenant to operate the Premises with the Permitted Use for more than thirty (30) consecutive days, other than failure to operate caused, in the reasonable opinion of Landlord, by a casualty to the Premises.

12.1.2 The failure by Tenant to make any payment of Base Monthly Rent, Impositions or any other payment required to be made by Tenant hereunder, where such failure shall continue for a period of seven (7) days.

12.1.3 The failure by Tenant to complete Tenant Improvements no later than ninety (90) days from the date that the Landlord receives a Certificate of Completion for the Building Improvements.

12.1.4 Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the non-monetary covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed

to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion and the final determination thereof.

12.1.5 The admission by Tenant of its inability to pay debts as they mature.

12.1.6 Institution by or against Tenant of any bankruptcy, insolvency, reorganization, receivership or other similar proceeding involving the creditors of Tenant which, if instituted against Tenant is not dismissed within sixty (60) days after the commencement thereof;

12.1.7 The issuance or filing of any judgment, attachment, levy, garnishment or the commencement of any related proceeding or the commencement of any other judicial process upon or with respect to Tenant, all or substantially all of the assets of Tenant or the Premises.

12.1.8 Sale or other disposition by Tenant of substantially all of its assets.

12.1.9 Dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Tenant.

12.1.10 Any material statement, representation or information made or furnished by or on behalf of Tenant to Landlord in connection with or to induce Landlord to enter into this Lease shall prove to be materially false or misleading when made or furnished.

12.2 Remedies. Upon the occurrence of a default by Tenant pursuant to the foregoing Section or otherwise in under this Lease, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

12.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled, at its option, and without notice to Tenant, to accelerate the remaining rent due and to recover from Tenant all damages incurred by Landlord by reason of Tenant's default.

12.2.2 Maintain Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder.

12.2.3 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the jurisdiction where the Premises are located.

12.3 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies provided in this Section or otherwise available at law or in equity.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES; FINANCIAL REPORTING

13.1 Representations and Warranties. To induce Landlord to enter into this Lease, Tenant represents and warrants to Landlord as follows:

13.1.1 This Lease is an enforceable obligation of Tenant.

13.1.2 Tenant is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Internal Revenue Code of 1986, as amended) and the regulations promulgated thereunder).

13.1.3 There are no actions, suits or proceedings pending, or to the best of Tenant's knowledge, threatened, against or affecting it or the Premises which, if adversely determined, would materially impair the ability of Tenant to satisfy its obligations under or relating to this Lease.

13.1.4 Tenant has all required certificates of occupancy, building permits, certificates of environmental impact approval, all zoning, building, housing, safety, fire and health approvals and all other material permits and licenses required by any governmental authority and necessary or advisable to operate, occupy or use the Premises for the Permitted Use, all of which are unexpired, and to the extent obtainable, permanent and unconditional, and, without cost or risk to Landlord, are hereby assigned, to the extent assignable, to Landlord. The Tenant shall also be required to obtain all necessary licenses to operate the Permitted Use.

ARTICLE 14 LIENS

14.1 Liens. Landlord shall have a lien against all of the property of the Tenant which may be located on the Lease Premises, for unpaid rent or other charges. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put on said Premises as additional security for the payment of Tenant's monetary obligation under this Lease. Notwithstanding the foregoing, Landlord agrees that its lien shall be subordinate to the lien of any financing or lease hereafter obtained (other than from any parent, subsidiary or affiliated entity of Tenant) for the purpose of acquiring or leasing any equipment, machinery or trade fixtures for use in the operation of Tenant's business on the Premises. Tenant agrees that Landlord's lien may be enforced by distress, foreclosure or otherwise at the election of the Landlord. This provision shall be deemed to constitute a security agreement as that term is defined and utilized in the Uniform commercial Code in force in the State of Florida.

14.2 Prohibition and Indemnity Against Mechanic's and Materialman's Liens.

(a) Landlord and Tenant shall use their best efforts to prevent the creation of any lien against the Premises on account of labor or materials furnished in connection with any construction, maintenance, repairs or alterations each shall undertake. If any such lien is filed against the Premises, the party contracting for such work (the "Contracting Party") shall cause such lien to be released within ninety (90) days after actual notice of the filing thereof or within thirty (30) days of actual notice shall furnish to the other party a bond or other security reasonably satisfactory to the other, conditioned to indemnify the other against the foreclosure of such lien. The Contracting Party shall have the right, after notice to the other, to contest in good faith and with all due diligence any such lien and shall not be required to pay any claim secured by such lien; provided that (i) such lien would not impair the rights or be satisfied out of the interest of the other in the Premises by reason of such delay, and (ii) the Contracting Party will, at its expense, defend the other and pay all costs reasonably incurred by the other relating to the contest if the other is joined in any suit pertaining thereto or if any such lien is placed upon the other's interest in the Premises.

(b) In no event shall anything contained in this Paragraph, or elsewhere in this Lease, be deemed to subject Landlord's interest in the Premises to the lien of any person doing work for or furnishing materials at the instance and request of Tenant. Tenant shall have no authority to create any liens for labor or materials on or against the Landlord's interest in the Premises and all persons contracting with Tenant for the erection, installation, alteration or repair of any building or other improvement in, on or to the Premises, and all materialmen, contractors, subcontractors, sub-subcontractors, mechanics and laborers are hereby charged with notice that they must look solely and only to the Tenant's interest in the Premises to secure the payment of any bill for work done or material furnished during the Term of this Lease and, specifically, not to Landlord or Landlord's interest.

ARTICLE 15 BANKRUPTCY OR INSOLVENCY

15.1 Liquidation. In the event that Tenant shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, as amended (the "Bankruptcy Code"), and Tenant's trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section are satisfied. If Tenant or Tenant's trustee shall fail to assume this Lease within one-hundred twenty (120) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon, Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee and this Lease, upon the election of Landlord, shall terminate, but Landlord's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.

15.2 Reorganization. In the event that a voluntary petition for reorganization is filed by Tenant, or an involuntary petition is filed against Tenant under Chapter 11 of the

Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within 120 days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon, Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee, and this Lease, upon the election of Landlord, shall terminate. Landlord's right to be compensated for damages under the Bankruptcy Code, shall survive, whether or not this Lease shall be terminated.

ARTICLE 16 GENERAL PROVISIONS

16.1 Quiet Enjoyment. Subject to the terms and conditions of this Lease, Tenant shall have the quiet and peaceful possession of the Premises.

16.2 Definition of Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, including, without limitation, insurance premiums and other Impositions payable hereunder shall be deemed to be "Rent."

16.3 Subordination. Subject to Article 14 hereof, this Lease shall be subordinate to any superior lease, mortgage, deed of trust, or any other hypothecation or security now existing or hereafter placed upon the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof and Tenant hereby agrees, upon request by Landlord, to execute and deliver to Landlord and its lender(s) a subordination, non-disturbance and attornment agreement in the form reasonably prescribed by such lender(s) with respect to any such superior lease, mortgage, deed of trust, hypothecation, or security.

16.4 Surrender of Premises. Except for changes resulting from eminent domain proceedings and Landlord approved alterations, at the expiration or sooner termination of the Lease Term, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant may at such time remove all of Tenant's moveable equipment, machinery, trade fixtures and other personal property, and restore to original condition any Alterations not previously approved by Landlord, and shall repair any damage to the Premises caused thereby, and any or all of such property not so removed shall become the exclusive property of Landlord or be disposed of by Landlord, without further notice to or demand upon Tenant.

16.5 Estoppel Certificates. Each party (each a "Responding Party") shall at any time upon not less than 10 days' prior written notice from the other party (each a "Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in a form prescribed by Landlord certifying and acknowledging the following: (i) that this Lease represents the entire agreement between Landlord and Tenant, and is

unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Minimum Monthly Rent and other charges are paid in advance, if any; and (ii) that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of the Requesting Party.

16.6 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

16.7 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant and supersedes all prior agreements between them with respect to the Premises, whether written or oral.

16.8 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, certified mail, return receipt requested or by nationally recognized overnight courier service delivered to Tenant or to Landlord, as the case may be, at the addresses for each set forth in the Fundamental Lease Provisions. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

16.9 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent default by Tenant of the same of any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding default by Tenant hereunder, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent.

16.10 Recording. Either Landlord or Tenant shall, upon request of the other, execute, acknowledge, and deliver to the other a "short form" memorandum of this Lease for recording purposes. Such memorandum shall be in the form prescribed by Landlord. In addition, any termination agreement shall be similarly recorded, which agreement shall survive the termination of this Lease.

16.11 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration or termination of the Lease Term, such occupancy shall be a tenancy from month-to-month upon all the provisions of this Lease pertaining to the obligations of Tenant and Tenant shall thereby waive its rights of notice to quit. The monthly rent due during such hold-over period shall be equal to 150% of the Minimum

Monthly Rent then in effect, and Tenant shall continue to be obligated to pay all Impositions and other amounts required to be paid by the terms of this Lease.

16.12 Choice of Law and Venue. The laws of Florida shall govern the validity, performance, and enforcement of this Lease. Any legal proceeding instituted to enforce the terms and conditions of this Lease, or otherwise related to this Lease, shall be instituted and maintained exclusively in the 17th Judicial Circuit, in and for Broward County, Florida.

16.13 Attorneys' Fees. Should either party institute any action or proceeding to enforce any provision hereof or for a declaration of such party's rights or obligations hereunder, the prevailing party shall be entitled to receive from the losing party such amounts as the court may adjudge to be reasonable attorneys' fees and expenses for services rendered to the party prevailing in any such action or proceeding, and such fees shall be deemed to have accrued upon the commencement of such action or proceeding and shall be enforceable whether or not such action or proceeding is prosecuted to judgment.

16.14 Waiver of Jury Trial. LANDLORD AND TENANT EACH HEREBY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR TENANT AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

16.15 Liability of Landlord. In the event of any sale or other transfer of Landlord's interest in the Premises, Landlord shall be relieved of all liabilities and obligations of Landlord hereunder arising after the date of such transfer. Notwithstanding anything contained herein to the contrary, Landlord shall have no personal liability in respect of any of the terms, covenants, conditions or provisions of this Lease, and in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant and any persons claiming by, through or under Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's and/or such persons' remedies and claims for damages.

16.16 Payment and Performance Bonds. Prior to commencement of construction of the Tenant Improvements to the Leased Premises contemplated by the Final Plans, Tenant shall provide satisfactory proof that it has secured a statutory payment and performance bond pursuant to Florida Statutes Chapter 713 and Florida Statutes Chapter 255 (for itself or from its respective contractor(s)) for construction of the improvements and infrastructure improvements related thereto, written by a corporate surety company on the U.S. Department of Treasury's current approved list of acceptable sureties on Federal Bonds, as found in the U.S. Department of Treasury Circular No. 570, as same may be updated from time to time in the full amount of any contract entered into by Tenant with said bonds being executed and issued by a resident agent licensed by and having offices in the State of Florida representing such corporate surety at the time such capital improvements are constructed, conditioned upon full and faithful performance by Tenant

or any contractor, if applicable, of such contract, and full payment to all laborers and materialmen supplying labor or materials for such improvements. Such bonds shall identify Landlord as an additional or dual obligee. If the bonds are provided by the contractor, the bond shall provide that a default by Tenant in the performance of the contractor's contract, shall not be raised as a defense to the Landlord as one of the obligee's requiring performance of such construction contract by the surety.

16.17 No Merger. There shall be no merger of this Lease, or the leasehold estate created by this Lease, with any other estate or interest in the Premises, or any part thereof, by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, and (ii) any such other estate or interest in the Premises or any part thereof; and no such merger shall occur unless and until all persons, corporations, firms and other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created by this Lease; and (2) any such other estate or interest in the Premises, or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

16.18 Interpretation. The captions by which the Articles and Sections of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease. Whenever the context so requires, singular numbers shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the terms "Landlord" and "Tenant" and "person" shall include corporations, limited liability companies, partnerships, associations, other legal entities, and individuals.

16.19 Not Construed Against Drafter. This Lease has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Lease require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

16.20 Relationship of the Parties. Nothing in this Lease shall create a partnership, joint venture, employment relationship, borrower and lender relationship, or any other relationship between Landlord and Tenant, other than the relationship of landlord and tenant.

16.21 Successors. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective personal and legal representatives, heirs, successors, and assigns.

16.22 Modifications. This Lease may not be altered, amended, changed, waived, terminated, or modified in any manner except by a written instrument executed by Landlord and Tenant.

16.23 Brokerage Fees. Landlord and Tenant each represent and warrant that they have not employed a broker in connection with the execution of this Lease. Landlord and Tenant shall each indemnify and hold the other harmless from and against any claim or claims for brokerage or other commissions arising from such party having employed a broker contrary to its representation in this Section.

16.24 Waiver of Redemption. To the extent permitted by law, Tenant hereby waives any and all rights of redemption with respect to this Lease. Tenant hereby waives any rights it may have to any notice to cure or vacate or to quit provided by any current or future law; provided that the foregoing shall not be deemed to waive any notice expressly provided in this Lease.

16.25 No Waiver of Sovereign Immunity. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including Landlord, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes, as amended.

16.26 Not Binding Until Executed. This Lease does not constitute an "offer" and is not binding until fully executed and delivered by Landlord.

16.27 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first set forth above.

LANDLORD:
CITY OF SUNRISE

TENANT:
THE CRAFTED HUB LLC D/B/A THE
CRAFTED HUB CAFE

By: _____

By: _____

Its: _____

Its: _____

AND

By: _____

Its: _____

ATTEST:

WITNESS:

Felicia M. Bravo, City Clerk

Print Name: _____

Address: _____

Date: _____

WITNESS:

Print Name: _____

Address: _____

Date: _____

EXHIBIT A
DESCRIPTION OF PREMISES

Unit 11 of LIBRARY SQUARE, a Commercial Condominium, according to the Declaration thereof, filed for record on February 27, 1985 and recorded in Official Records Book 12352, Page 538, of the Public Records of Broward County, Florida.

EXHIBIT B COFFEE SHOP/CAFÉ CONCEPT

The Crafted Hub Café is the flagship, café-format storefront of The Crafted Hub, Pro Kitchen Hub's retail and marketplace sub-brand. Rather than a single chef's concept, every pastry, sauce, dessert, and drink on the menu is sourced from a curated, featured selection of Pro Kitchen Hub member entrepreneurs, so the offering keeps evolving while every product carries a maker and a story behind it. The brand's identity, "Made by Many. Shared in One Place," reflects a modern, community-driven café built around Caribbean and international flavors, recurring community programming, and a direct pipeline for local food businesses to reach real customers without signing their own lease.

This approximately 1000 sq. ft. coffee shop will include:

- A modern-industrial café interior carrying the brand's black, white, and Apple Red palette from the storefront through to the counter, with a digital menu board, long communal tables, free Wi-Fi, and curated music.
- A kitchen equipped for a featured member-made menu, coffee, and pastries, along with a dedicated prep kitchen and organized dry and cold storage.
- Outdoor front patio seating and nearby Biergarten seating and entertainment area, included as part of the Village Art Plaza.
- A back door connecting directly to the Village Art Plaza, creating a seamless flow between the Plaza, the brewery, and the café.
- High bar seating, low table seating, and community tables for gathering and co-working.
- A standing retail shelf area featuring take-home goods from Pro Kitchen Hub members: teas, granola, spice blends, sauces, baked goods, and gifts.
- Recurring community programming, including tastings, food demos, member spotlight events, and cultural and game-night activations, consistent with the Lease's event requirements.
- Art and décor throughout reflecting the brand's community-driven, culturally diverse identity.

EXHIBIT C BIERGARTEN AREA

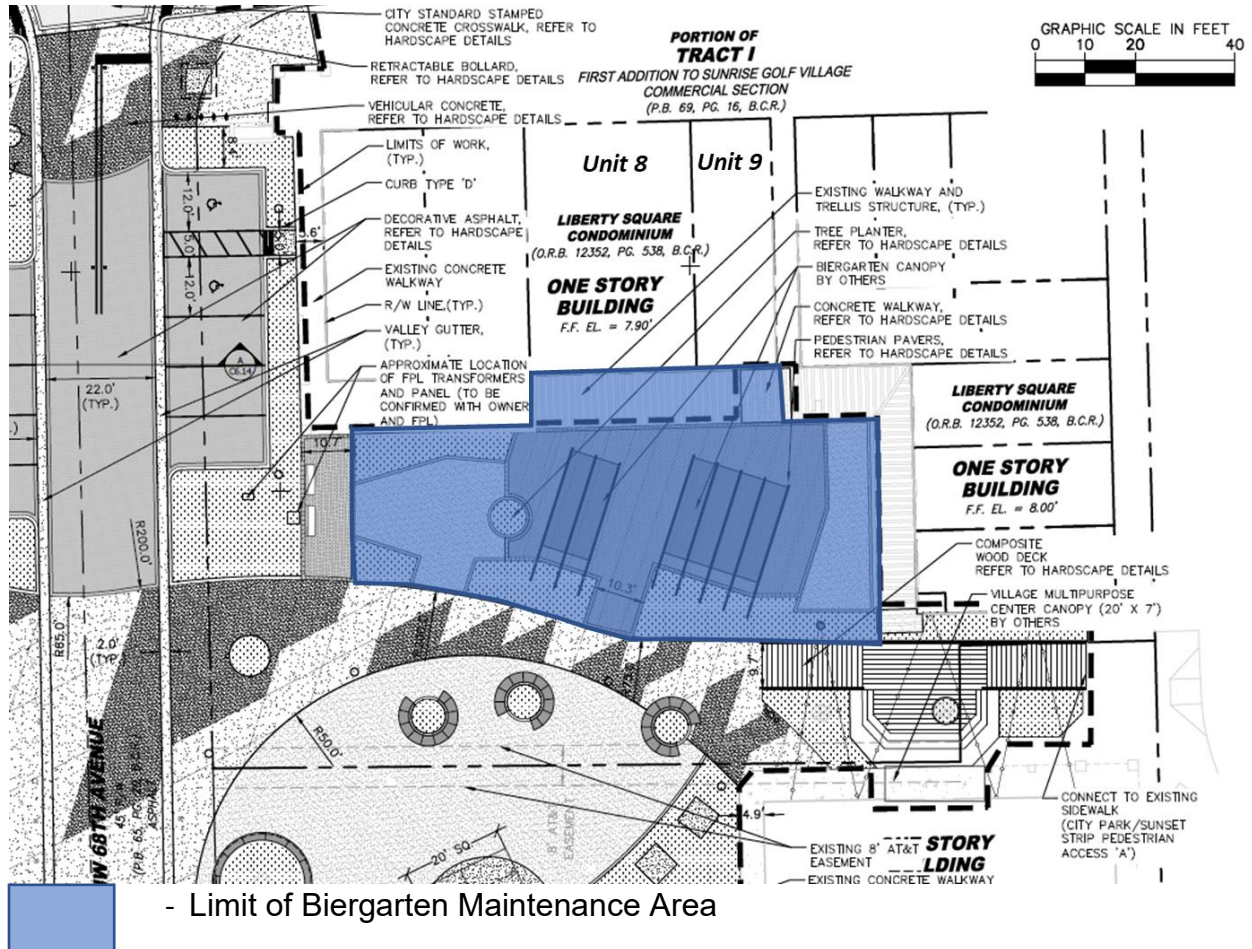


EXHIBIT D
INTERIOR MODIFICATIONS (UNIT11) AT LIBRARY SQUARE