



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>X</u> _____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X \_\_\_\_\_  
 Budget Account No: Fund 4100 Department 120 Unit \_\_\_\_\_ RSource \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

X There is no fiscal impact associated with this agreement.

C. Departmental Fiscal Review: CM Sumner

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature]  
 5/10/15 OFMB 2124  
Barbara Wheeler 7-27-15  
 Contract Dev. and Control

**B. Legal Sufficiency:**

Anne Delmont 7/27/15  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

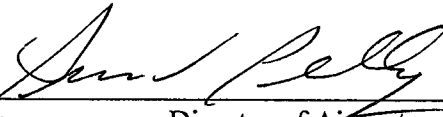
CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "County", by and through its Department of Airports, under that certain Development Site Lease Agreement with West Palm Beach Plaza, LLC (the "Tenant"), dated March 12, 2013 (R-2013-0257), (the "Master Lease"), hereby consents to Tenant entering into that certain Sublease dated October 29, 2014, with Belvedere Donuts, LLC, a Florida limited liability company d/b/a Dunkin' Donuts, (the "Subtenant") attached hereto as Exhibit "A" (the "Sublease") for the sublease of certain premises contained within the leasehold of Tenant under the Master Lease.

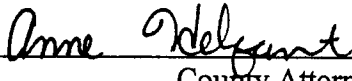
Notwithstanding any provision of the Sublease to the contrary, County hereby rejects any such provision in the Sublease, if any, which gives a greater right to the Subtenant than that which the Tenant has and, further, County rejects any provision of the Sublease which purports to give the Subtenant a right or interest in the premises independent of the Master Lease. It is the express intent of County in giving its consent that any forfeiture, loss, or termination of the Master Lease shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is County's intent that the Tenant shall remain liable to County for all rights and obligations contained in the Master Lease.

APPROVED this 13 day of July 2015, by the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:   
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By:   
County Attorney

**EXHIBIT "A"**

**THE SUBLEASE**

SUBLEASE

This Sublease ("Sublease"), dated October 29, 2014 ("Effective Date"), is between West Palm Beach Plaza LLC, a Florida limited liability company, with offices at 12680 Darby Brooke Court, Woodbridge, VA 22192 ("Landlord") and Belvedere Donuts, LLC, a Florida limited liability company d/b/a Dunkin' Donuts ("Tenant") with offices at 803 Donald Ross Road, Juno Beach FL 33408 (each a "Party," and collectively, the "Parties").

WHEREAS, Landlord is the tenant under the Development Site Lease Agreement entered into on or about March 12, 2013 ("Master Lease"), attached as Exhibit A hereto, between Palm Beach County ("Master Landlord") and Landlord, under which Landlord leases the Premises (as defined in the Master Lease) at the Palm Beach International Airport (the "Airport"); and

WHEREAS, the Parties wish to enter into this Sublease under which part of the Premises will be sublet by Landlord to the Tenant, with the understanding and agreement that this Sublease is subordinate to the Master Lease. Any capitalized terms used herein that are not defined herein shall have the meanings given to them in the Master Lease.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Subleased Space.** During the Term (defined below), Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord, approximately fifteen hundred (1,500) rentable square feet within the building at the service center known as the "Airport Travel Center" located at the Airport at the Southwest corner of Belvedere Road and Florida Mango Road, shown on Exhibit B hereto ("Subleased Space"). During the Term, Landlord also grants to Tenant, on a non-exclusive basis and in common with other tenants at the Airport Travel Center, a license to use the Common Area (defined below) for vehicle parking and vehicular and pedestrian ingress and egress to and from the Subleased Space.

2. **Term.**

2.1 **Initial Term.** The initial term ("Initial Term") of this Sublease is ten (10) Lease Years beginning on the Rent Start Date. The first Lease Year will be from the Rent Start Date to the first day of the month that is twelve (12) full months thereafter (i.e., twelve full months, plus the partial first month if the Rent Start Date falls on a day other than the first day of a month). For examples, (i) if the Rent Start Date is June 5, 2015, then the first Lease Year would be June 5, 2015 through June 30, 2016, or (ii) if the Rent Start Date is June 1, 2015, then the first Lease Year would be June 1, 2015 through May 31, 2016. Subsequent Lease Years will be each twelve (12) month period thereafter. The "Rent Start Date" means the earlier of: (i) ninety (90) days after the Delivery Date (defined below), provided the Airport Travel Center is fully operational, or (ii) the date Tenant opens for business. For purposes of this provision, the Delivery Date shall mean the date (after Landlord following substantial completion of the Airport Travel Center and Landlord's Work hereunder) on which Landlord delivers possession of the Subleased Premises to Tenant for commencement of construction of Tenant's improvements hereunder. If, though no fault on the part of Tenant, necessary permits are not received within thirty (30) days following Tenant's submission of construction plans, or if Tenant's Work is delayed for reason(s) beyond Tenant's reasonable control, then the Rent Start Date will be appropriately extended on a day-for-day basis with such delays. For clarity and notwithstanding anything to the contrary in this Sublease, Tenant shall not be required to open for business and shall not be required to begin to pay Rent until Landlord has completed improvements to the building in which the Subleased Space is located as well as the remainder of the Airport Travel Center and the Airport Travel Center is fully equipped, stocked, staffed and operational and is open to the public; provided that Tenant shall be required to begin to pay Rent if it opens for business at an earlier time.

2.2 **Term Extensions.** Provided Tenant is not then in default, Tenant shall have the option to extend the Term for two (2) additional periods of five (5) years each (each an "Extension") by providing Landlord with written notice ("Renewal Notice") of Tenant's election to extend the Initial Term or the then-current Extension, no later than ninety (90) days prior to the expiration of the Initial Term or the then-current Extension. Each such Extension shall commence on the day following the expiration of the Initial Term or the then-current Extension. The Initial Term and any Extensions are collectively referred to as the "Term."

3. **Rent.** Beginning on the Rent Start Date, Tenant shall pay Landlord the following rent ("Rent") for each Lease Year without any abatement, deduction or setoff whatsoever, except as expressly stated in this Sublease: (i) Base Rent (defined below), plus (ii) Concession Fee (defined below). The timing of the Rent payments will be as stated in Section 4 below. If any Rent payment is not timely made, Tenant shall also owe Landlord a late payment fee equal to five (5%) percent of such Rent payment, plus interest at the rate of one point five percent (1.5%) per month or the maximum rate allowed by law, if lower; such late payment fee and interest to be in addition to Landlord's other remedies.

3.1 **Base Rent.** The Base Rent for each Lease Year means the greater of: (i) the Percentage Rent (defined below) for such Lease Year or (ii) the Minimum Annual Guarantee ("MAG") (defined below) for such Lease Year.

(a) **Percentage Rent.** For each of the first five (5) Lease Years, the Percentage Rent means an amount equal to: (i) eight (8%) percent of the first nine hundred thirty-six thousand (\$936,000) dollars of Gross Revenues (defined below) for such Lease Year, plus (ii) ten and a half (10.5%) percent of any Gross Revenues exceeding nine hundred thirty-six thousand (\$936,000) dollars for such Lease Year. For the sixth Lease Year and each Lease Year thereafter, the Percentage Rent means an amount equal to nine (9%) percent of all Gross Revenues, plus an additional one and a half (1.5%) percent of any Gross Revenues exceeding nine hundred thirty-six thousand (\$936,000) dollars for such Lease Year. Percentage Rent for each Lease Year is only due and payable to the extent such amount exceeds the MAG for that Lease Year.

(b) **First Year MAG.** If the Rent Start Date falls on the first day of a month, then the MAG for the first Lease Year shall be sixty-five thousand (\$65,000) dollars. If the Rent Start Date falls on a day other than the first day of a month, then the MAG for the first Lease Year shall be: (i) sixty-five thousand (\$65,000) dollars, times (ii) the number of days from and including the Rent Start Date to and including the last day of the month plus three hundred sixty five (365) days, divided by (iii) three hundred sixty five (365) days. For example, if the Rent Start Date is June 5, 2014, then the MAG for the first Lease Year (i.e., the MAG for June 5, 2014 through June 30, 2015) would be \$69,630.

(c) **Subsequent Year MAG.** The MAG for each subsequent Lease Year shall be increased by a percent equal to the percentage increase, if any, of the CPI (defined below) during the twelve (12) full month period preceding the first day of each such subsequent Lease Year, up to a maximum of 3% for any year. For the purpose of calculating this increase for the second Lease Year, the MAG for the first Lease Year shall be deemed to be \$65,000 (i.e., notwithstanding that the MAG for the first Lease Year may be higher than \$65,000). For example, if the second Lease Year starts on July 1, 2016, and if the CPI for May 2016 is 2% higher than the CPI for June 2015, then the MAG for the second Lease Year would be the \$66,300. If the CPI declines during the subject twelve month reference period, then the MAG shall remain unchanged.

3.2 **Concession Fee.** Concession Fee with respect to a Lease Year means an amount equal to two point five (2.5%) percent of Gross Revenues for that Lease Year commencing in Year three of the Lease; provided that if the concession fee percentage due and payable by Landlord to Master Landlord under the Master Lease is reduced or eliminated with respect to any particular period of time, then the Concession Fee percentage due and payable by Tenant to Landlord under this Sublease shall likewise be reduced or eliminated with respect to the same period of time. For clarity, it is acknowledged and agreed that any deduction from sales provided under the Master Lease before application of the concession fee (which deduction is currently \$1 million per year), as the same may be changed, shall be solely for the Landlord and not for the Tenant. For example, if Landlord sells \$1.5 million and Tenant sells \$1.2 million, then Landlord would pay Master Landlord the concession fee on \$500,000 (i.e., \$12,500 – which is 2.5% of \$500,000), and Tenant would pay Landlord the concession fee on \$1.2 million (i.e., \$30,000 – which is 2.5% of \$1.2 million).

3.3 **Definitions.**

(a) "Gross Revenues" of a Lease Year means all revenues, receipts and income from the sale, lease or rental of goods, products or merchandise during such Lease Year from all businesses conducted by or through Tenant on or from the Subleased Space, regardless of whether delivered on or off the Subleased Space, how or by whom payment is made (cash, credit or otherwise), excluding only the following: (i) Federal, state, county/city, and

municipal sales taxes or other taxes separately stated and collected from customers; (ii) the amount of lottery proceeds remitted to the State of Florida; (iii) ATM surcharge or transaction fees paid directly to the ATM provider or banking institution; (iv) refunds given for returned goods, products or merchandise; (v) receipts from the sale of or the trade-in value of any trade fixtures; (vi) receipts in the form of rebates or refunds from or the value of merchandise, supplies, or equipment returned to shippers, suppliers or manufacturers; (vii) insurance proceeds; (viii) bulk sales; (ix) tax rebates; (x) inter-store transfers; (xi) amounts for coupons and other forms of discounts (including, but not limited to, complimentary customer and employee meals); (xii) receipts from the sale of uniforms or clothing to Tenant's employees where it is required that such uniforms or clothing be worn by said employees; and (xiii) tips and gratuities. If Tenant fails for any reason to charge for or collect the value of any good, product, merchandise or service, the amount customarily charged by Tenant for such good, product, merchandise or service shall be included in the calculation of Gross Revenues, unless Tenant intended not to charge or collect. No deduction shall be made from the calculation of Gross Revenues by reason of any credit loss, charge or deduction that may be incurred by reason of the acceptance or use of credit cards or other credit or charge arrangements.

(b) "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100), not seasonally adjusted, or any successor thereto, as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

**4. Rent Payments.**

4.1 Except as described in Section 4.2 below, commencing on the Rent Start Date, Tenant shall pay Landlord Base Rent on a monthly basis, as follows. Tenant shall pay Landlord 1/12 of the MAG on the first day of each month. To the extent Percentage Rent (using sales thresholds equal to 1/12 of the annual thresholds described in Section 3.1(a) above) for such month exceeds 1/12 of MAG, Tenant shall pay over to Landlord a sum equal to such excess on or before the 15<sup>th</sup> day of the following month.

4.2 Notwithstanding the foregoing, upon Date of Delivery of the Subleased Premises from Landlord to Tenant after substantial completion of construction of the Airport Travel Center by Landlord, Tenant shall pay over to Landlord a sum equal to 1/12 of the MAG as the last month's MAG otherwise due and payable hereunder at the start of the last month of operations hereunder.

4.3 If the Lease commences on other than first day of the month, the MAG Payment for that month shall be reduced to a sum equal to: 1/12 of the MAG times a fraction, the numerator of which is the number of days from the Rent Start Date to the end of the applicable month, and the denominator is the number of days in that month.

4.4 If the amount paid by Tenant in any Lease Year as Base Rent, is less than the amount due as Base Rent, the Tenant shall pay Landlord the deficiency within 15 days following the end of the Lease Year. If the amount paid by Tenant in any Lease Year as Base Rent, exceeds the amount due as Base Rent, the overpayment shall be applied to reduce Rents and fees next due hereunder, except in the last year of the Term, in which case Landlord shall reimburse Tenant for such overpayment on or before the 15<sup>th</sup> day following the last day of the applicable Lease Year.

4.5 **Concession Fee Payments.** Concession Fee Payments shall be as follows: Within fifteen (15) after the end of each month beginning with the third Lease Year, Tenant shall pay Landlord an amount equal to two point five (2.5%) percent of Gross Revenues for such month.

**4.6 Intentionally deleted.**

4.7 **Annual True-up.** If, as of the end of the last month of a Lease Year, the total amount due for such Lease Year exceeds the amount paid by Tenant for such Lease Year, Tenant shall promptly pay the difference to Landlord. If the amount paid by Tenant for such Lease Year exceeds the amount due for such Lease Year, such excess shall be applied: (i) first, to any amounts then owed the Landlord, and (ii) thereafter to the Rent due in the following Lease Year (or to Tenant within fifteen (15) days if the excess is from the last Lease Year or last partial

Lease Year).

**4.8 Reports.**

(a) Within fifteen (15) days following the end of each month, whether or not a Percentage Rent Payment is due, Tenant shall furnish Landlord with a sales report generated from Tenant's POS, and a statement signed and certified by an authorized officer of Tenant to be correct, setting forth the Gross Revenues for such month. Such monthly report and certification shall be furnished along with each Percentage Rent Payment, or by themselves if no such payment is due. Additionally, within thirty (30) days following the end of each Lease Year, Tenant shall furnish Landlord with a statement, signed and certified by an authorized officer of Tenant to be correct, setting forth the amount of the Gross Revenues for such Lease Year.

(b) In addition, it is acknowledged that, under the Master Lease, the Landlord is required to provide monthly and annual accounting statements in form and detail satisfactory to the Master Landlord, as well as any other information reasonably requested by the Master Landlord, and that the Master Landlord may require reports to be delivered electronically; Tenant therefore acknowledges that it shall be required to comply with any such commercially reasonable requirements of the Master Landlord as to the form, detail, other information, or electronic delivery of all reports. Tenant shall also furnish any other reports, financial statements, or certifications as may be requested by the Master Landlord.

**4.9 Books & Records.** Tenant shall keep accurate books & records in accordance with GAAP. Such books & records shall be retained and be available for three (3) years from the end of each Lease Year, including three (3) years following the expiration or earlier termination of this Sublease. Master Landlord and Landlord shall have the right to examine and audit, at their expense, during normal business hours all such books & records related to Tenant's operations within the Subleased Space. If the books & records are kept at locations other than the Airport, Tenant shall, at its expense, arrange for them to be brought to a location convenient to the auditors for Master Landlord or Landlord in order to conduct the examination and audit. Books & records may be kept and provided in electronic format. In the absence of a default by Tenant related to the payment of Rent, Master Landlord and Landlord shall not conduct an audit or examination of Tenant's books and records under this Sublease and request the same for audit or examination more than once per Lease Year.

**4.10 Landlord-Tenant Relation.** Although Rent is partially based on a percentage of Gross Revenues, nothing herein shall be construed to make Landlord a partner, owner, or joint venturer of Tenant. The relationship between the Parties is and shall at all times remain that of Landlord and Tenant.

**4.11 Taxes & Assessments.** Tenant shall timely pay all Federal, State and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the business conducted by Tenant at the Subleased Space, or upon any of Tenant's property used in connection therewith, or upon any rent or other sums payable hereunder, including, but not limited to any ad valorem taxes, and sales or excise taxes on rent, and personal property taxes against tangible and intangible personal property of Tenant.

**5. Use & Operation.**

**5.1 Permitted Use.** Tenant shall use the Subleased Space solely for the operation of a Dunkin' Donuts franchise business and for no other purpose whatsoever.

**5.2 Hours.** Subject to Master Landlord approval, Tenant shall keep its business at the Subleased Space continuously open to the public at a minimum from 5:00 AM to 10:00 PM, seven (7) days per week, or at such other minimum hours as Landlord and Tenant may agree upon in writing. Tenant will have the option to operate a 24 hour operation at the drive thru window. Tenant may close the business on Thanksgiving, Christmas Day, for any period of refurbishment required under its franchise agreement, and for Force Majeure events.

**5.3 Care.** Tenant shall operate its business with reasonable care for the safety of persons and property and in compliance with all laws, rules, regulations, ordinances, and codes, and in compliance with reasonable requirements of the Landlord's and Master Landlord's insurance policies.

**5.4 Master Lease Requirements.** Notwithstanding the foregoing or anything else in this Sublease,



Tenant acknowledges and agrees that it is herein bound by all use restrictions, limitations, conditions, prohibitions, and other requirements imposed under the Master Lease, except for those relating to ACDBE Participation Goals. Without limiting the generality of the foregoing:

(a) **Prohibitions.** Tenant shall not engage nor suffer to permit at the Subleased Space any activities, goods, or services that are prohibited under the Master Lease.

(b) **Quality of Merchandise.** Tenant shall offer for sale only high-quality merchandise, which are safe, free of adulteration, sanitary and properly labeled. Upon written notice to Tenant of any violation of this provision, Tenant shall forthwith correct the condition objected to within fifteen (15) days after receipt of such notice.

(c) **Hours.** Tenant shall actively operate its business at the Subleased Space in a business-like manner and shall be open to serve the public seven (7) days per week (subject to Section 5.2), and a change in the hours of operation of such facilities described in Section 5.2 above shall be subject to the prior written approval of the Department, which shall not be unreasonably withheld. The hours of operation shall be such that substantially all arriving and departing passengers of the Airport will be accommodated.

(d) **Right to Object.** Master Landlord shall have the right to raise reasonable objections to the appearance or condition of the Sublease Space, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to the Department be remedied by Tenant in a commercially reasonable manner.

(e) **Nondiscriminatory.** Tenant shall provide all services to its customers upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices; provided, however, that Tenant may make or give such reasonable and nondiscriminatory discounts, rebates, or other similar price reductions as it may desire to its employees, Airport employees, seniors and military personnel.

(f) **Type of Operation.** Tenant shall maintain and operate the Sublease Space in an orderly, proper, and first-class manner, which does not unreasonably annoy, disturb, or offend others at the Airport considering the nature of such operations.

(g) **Replacements & Refunds.** Tenant shall, without any additional charge to the purchaser, exchange any product determined by the purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price.

(h) **Credit/Debit Cards.** Tenant shall accept as payment for goods and services at least three (3) nationally-recognized credit and debit cards, including at least two (2) of the following: VISA, Master Card, or American Express.

(i) **Services to the General Public.** Tenant shall, without charge, provide services such as making change, giving directions and general information to the public. Tenant shall strive to ensure that all of its employees know the layout of the Airport and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

(j) **Personnel.** Tenant shall maintain a sufficient number of properly trained personnel to ensure all customers of Tenant receive prompt and courteous service at all times. All such personnel, while on or about the Subleased Space, shall be polite, clean, appropriately attired, and neat in appearance, and shall wear appropriate nametags, and personnel performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Master Landlord shall have the right to object to the demeanor, conduct, and appearance of any Tenant personnel, or any of its invitees or those doing business with it, whereupon Tenant shall take all commercially reasonable steps necessary to remedy the cause of the objection.

(k) **Rules & Regulations.** Tenant shall observe and obey, and require its officers, employees, guests, invitees and those doing business with it to observe and obey such rules and regulations of the Department and Master Landlord (including amendments and supplements thereto) regulating the conduct and operations of Tenant

and others on the Subleased Space as may from time to time be promulgated. Tenant's obligation to require such observance and obedience on the part of its guests, invitees and visitors shall pertain only while such persons are on any portion of the Subleased Space.

(l) **Noise & Vibrations.** Tenant shall take all reasonable measures to: (i) reduce to a minimum, vibrations tending to damage any equipment, structure, building or portion of a building that is on the Subleased Space or is a part thereof, or is located elsewhere on the Airport; and (ii) keep the sound level of its operations as low as possible.

(m) **Regulation of Conduct.** Tenant shall control the conduct, demeanor and appearance of its employees, subtenants, invitees and others doing business at the Subleased Space.

(n) **Garbage & Debris.** Tenant shall be responsible for the provision of trash removal services for the Subleased Space at Tenant's expense and shall deposit trash, garbage and debris in appropriate containers for collection.

(o) **Cleanliness.** Tenant shall maintain the Subleased Space in a neat, orderly, sanitary, clean and presentable condition. Tenant shall keep the Subleased Space free of insects, rodents and other vermin and other pests. Tenant shall keep any areas used by Tenant for its garbage storage in a clean and orderly condition so as not to attract birds, rodents and other vermin and other pests, or create an offensive odor.

(p) **Nuisance, Waste, Injury.** Tenant shall not commit any nuisance, waste or injury on the Subleased Space and shall not do, or permit to be done, anything which may result in the creation, commission or maintenance of such nuisance, waste or injury on the Subleased Space.

(q) **Vapors, Fumes, Emissions.** Tenant shall not create, nor permit to be caused or created upon the Subleased Space any obnoxious odor, smoke, noxious gases or vapors; provided, however, that fumes resulting from the normal operations of properly certified and maintained trucks and other vehicles shall be excepted from this provision. Tenant shall ensure that emissions generated by any such trucks, and other vehicles shall comply with all provisions of applicable environmental emissions laws and regulations.

(r) **Utilities Systems.** Tenant shall not do or permit anything which may interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Subleased Space that are also used by other occupants, customers or users of the Airport.

(s) **Overloading.** Tenant shall not overload any floor or paved area on the Subleased Space and shall repair at its expense, any floor, including supporting members, and any paved area damaged by overloading.

(t) **Hazardous Conditions.** Tenant shall not do or permit to be done any act or thing upon the Subleased Space that will invalidate or conflict with any insurance policies covering the Premises or the Airport or that may constitute a hazardous condition that increases the risk normally attendant upon the operations permitted by this Sublease.

(u) **Flammable Liquids.** All flammable liquids that are kept or stored at the Subleased Space must at all times be handled, stored and used in accordance with all applicable Federal, State and local laws.

(v) **Fire Extinguishing System.** As often as reasonably required by the Department or any governmental authority having jurisdiction, Tenant shall conduct (and upon Landlord's request, allow Landlord to conduct) pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus maintained by Tenant.

(w) **Safety.** Tenant shall conduct its operations and activities in a safe manner, shall comply with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all employees, subtenants, contractors, business invitees and all other persons transacting business with or for Tenant resulting from, or in any way related to, the conduct of Tenant's business on the Subleased Space. Tenant shall procure and maintain such fire prevention and extinguishing

devices as required by Master Landlord and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction at the Airport, as same may now exist or hereafter come into being. Tenant hereby agrees that neither Tenant, nor any employee or contractor or any person working for or on behalf of Tenant, shall require any personnel engaged in the performance of Tenant's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

**6. Construction.**

**6.1 Landlord's Work.** Landlord shall, at its expense, construct improvements ("White Box") to the Subleased Space as described on Exhibit C hereto ("Landlord's Work") and deliver this White Box to Tenant on the Delivery Date, ready for connection for the Dunkin Donuts system, and stubbed for connections to all utility services required by the Dunkin' Donuts system for electricity, hot and cold running water, sewer, drainage, telephone, and internet connectivity as needed for telecommunications.

**6.2 Tenant's Work.** All work on the Subleased Space other than Landlord's Work is to be done by Tenant at Tenant's expense ("Tenant's Work").

**6.3 Submission Timing.** The Parties shall cooperate in good faith so that, within ninety (90) days after the Master Landlord consents to this Sublease, the Parties will submit to the Master Landlord plans and specifications for all the construction to be done at the Subleased Space, and shall cooperate in dealing with any changes required by the Master Landlord. The Parties shall each diligently pursue all required applications for the construction permit(s) each is required to obtain. In addition to the Party's other rights and remedies, if a Party complies with its obligations hereunder but does not obtain its required construction permit(s) within twelve (12) months after the Effective Date, either Party may terminate this Sublease upon written notice to the other, such election to be made within fifteen (15) days after the end of such 12 month period.

**6.4 Work Timing.** At least thirty (30) days before Landlord's anticipated completion of Landlord's Work, Landlord will provide Tenant written notice setting forth the date Landlord's Work is anticipated to be substantially complete and, on the date Landlord's Work is substantially complete, Landlord shall deliver possession of the Subleased Space to Tenant ("Delivery Date").

**6.5 Punch List.** Tenant shall have thirty (30) days from the Delivery Date to provide Landlord with a list of any defective, incomplete or unsatisfactory items regarding Landlord's Work. Landlord shall cure the punchlist items within a reasonable amount of time, but with respect to any material items that would prevent Tenant from obtaining any necessary operating permit in any event before the Rent Start Date.

**6.6 Quality & Compliance.** All work, before or during the Term, shall be performed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, rules, regulations, and codes, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and as otherwise required under the Master Lease and this Sublease.

**6.7 Approvals.** At no time, before or during the Term, shall Tenant do any construction work, whether to make any improvements, additions, alterations, refurbishments, or otherwise, nor erect or change any signage, except in compliance with the Master Lease and this Sublease, and with the written consent of the Master Landlord (which will be granted or withheld in accordance with the Master Lease) and of the Landlord (which will not be unreasonably withheld, conditioned or delayed). By its consent to this Sublease the Master Landlord acknowledges that routine maintenance and refurbishment will be required under Tenant's franchise agreement.

**7. Services.** Tenant shall arrange and pay for all natural gas, cold and hot water, electric, phone, waste removal, and other services for the Subleased Space. Utilities and trash removal will be separately metered and/or separately billed to Tenant. No failure, delay or interruption in supplying any services for any reason whatsoever shall be construed to be an eviction of Tenant, nor grounds for any diminution or abatement of rent nor grounds for any claim by Tenant for damages, excepting those delays caused by Landlord, in which case Rent shall

reasonably abate.

**8. Maintenance of Subleased Space.**

(a) Landlord shall maintain in clean, safe, working order, first-class condition and repair or replacement, at Landlord's expense (without any pass-through to Tenant of such expense), the structural portions of the building and the Subleased Space, including the roof, exterior walls (including glass), foundation, flooring and floor support system (but not floor coverings), and the following up to their connections to the Subleased Space: utility facilities, equipment, lines and conduits and plumbing, sewer and drainage systems, and the sprinkler mains. Maintenance and repairs shall be in quality and class comparable to the original work.

(b) Other than the maintenance to be provided by Landlord as described immediately above, Tenant shall maintain in clean, safe, working order, first-class condition and repair or replacement, at Tenant's expense, the Subleased Space, including all improvements therein, and all utilities located within and exclusively serving the Subleased Space. In addition, Tenant shall maintain in clean, safe, working order, first-class condition and repair or replacement the glass at the Subleased Space (provided that Landlord will be responsible to replace any glass damaged by storm or other natural casualty) and the HVAC exclusively serving the Subleased Space. Maintenance, repairs, and replacement shall be in quality and class comparable to the original work. Without limiting the generality of the foregoing, Tenant shall refurbish the Subleased Space as often is as necessary to preserve the Subleased Space in first-class condition.

(c) Without limiting the generality of the foregoing, Tenant shall maintain in clean, safe, working order, first-class condition and repair or replacement, at Tenant's expense, all of Tenant's trade fixtures, equipment and personal property at the Subleased Space.

**9. Title to Improvements, Fixtures, Personal Property.**

9.1 **Improvements.** Tenant shall be deemed to be the owner of all Tenant Improvements (as defined in Exhibit C) constructed or placed upon the Subleased Space during the Term. Upon expiration or earlier termination of this Sublease, all such improvements constructed or placed upon the Subleased Space (excepting trade dress and trade fixtures) shall become the property of Master Landlord or Landlord, including every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of Master Landlord or Landlord, Tenant shall provide a bill of sale or other evidence of the transfer of ownership of the improvements, together with evidence satisfactory to Master Landlord or Landlord that the improvements are free from liens, mortgages and other encumbrances.

9.2 **Removal of Improvements.** Notwithstanding any provision of this Sublease to the contrary, Master Landlord or Landlord shall be entitled, at its option, to have the Subleased Space returned free and clear of some or all of the Tenant Improvements, at Tenant's expense. In such event, Tenant shall receive timely notification of such election to require removal of such improvements and, to the extent possible, Tenant shall receive such notice at least sixty (60) days prior to the expiration or earlier termination of this Sublease. Tenant shall have sixty (60) days from date of notice to remove such improvements. If Tenant fails to remove such improvements, Landlord or Master Landlord may remove such improvements, and Tenant shall be liable to the costs thereof, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable by Tenant as Additional Rent (defined below) within thirty (30) days from demand therefor.

9.3 **Trade Fixtures & Personal Property.** Trade fixtures, trade dress, equipment and personal property brought by the Tenant to the Subleased Space shall remain the property of Tenant and, upon the expiration or termination of this Sublease, Tenant shall have the right to remove the same during or within the thirty (30) days following the expiration or termination of this Sublease; provided that Tenant shall not remove any restrooms, flooring, ceilings, electrical, plumbing, or HVAC systems. All utility systems will be capped and returned to a condition compatible with code requirements. Any removal of Tenant trade fixtures, trade dress, equipment and personal property by Tenant shall be conducted in a good and workmanlike manner, and Tenant shall promptly repair any damage to the Subleased Space or the Airport Travel Center in connection with such removal. Any Tenant trade fixtures, trade dress, equipment and personal property not removed prior to thirty (30) days following the expiration or termination of this Sublease shall become the absolute property of Master Landlord or Landlord,

including every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances, except for any purchase money liens. Upon the request of Master Landlord or Landlord, Tenant shall provide a bill of sale or other evidence of the transfer of ownership of the improvements, together with evidence satisfactory to Master Landlord or Landlord that the improvements are free from liens, mortgages and other encumbrances, except for any purchase money liens.

10. **Common Area.**

(a) **Maintenance.** Landlord shall maintain Common Area in clean, safe, working order, first-class condition and repair or replacement. "Common Area" means parking areas, landscaped areas, streets, sidewalks, roads, driveways, exits, roofs, entrances, any restroom located in common area, common hallways, and other areas or improvements provided by Landlord for common use or benefit of tenants and/or their customers at Airport Travel Center.

(b) **CAM Charge.** Tenant shall pay Landlord an amount ("CAM Charge") equal to: (i) Common Area Costs, divided by (ii) total building area, multiplied by (iii) area of the Subleased Space. This CAM Charge is anticipated to come out to approximately thirty-two (32%) percent of the Common Area Costs, but the actual percentage will be determined and used. "Common Area Costs" means costs incurred by Landlord in connection with the ownership, operation, and maintenance of the Common Area, including, but not limited to, janitorial services; general maintenance; insurance, taxes, assessments, and other governmental charges or fees (on the entire Premises); security; repairing, repainting and restriping the parking area, including, but not limited to, repaving and/or putting a new coat thereon; landscaping; repairing or replacing directional signs and other markers and lighting; repairing or replacing the roof. No water or electrical charges shall be included in CAM Charges as Tenant will pay its own metered charges with respect to same. Common Area Costs will be passed through with no mark up or additional fees. Landlord will provide Tenant with a breakdown of expenses on an annual basis within 60 days following the end of each Lease Year and Tenant shall have the right to verify such expenses and cause same to be audited or verified by a third party.

(c) **CAM Charge Payments.** Landlord shall make a good faith estimate of the CAM Charge to be paid by Tenant for any full or partial calendar year. During each such year, Tenant shall pay Landlord, on the first of every month (i.e., concurrently with each MAG Payment), an amount equal to one twelfth (1/12<sup>th</sup>) of the estimated CAM Charge for such year. From time to time, Landlord may re-estimate the CAM Charge to be due from Tenant and deliver a copy of the re-estimate to Tenant. Thereafter, the monthly installments of CAM Charge payable by Tenant shall be appropriately adjusted in accordance with the re-estimate so that, by the end of the year, Tenant shall have paid all of the CAM Charge as estimated by Landlord. Any such estimated amounts paid shall be subject to adjustment when the calculation of the actual Common Area Costs are available for such year. Tenant shall pay any underage amount of CAM Charge so established for each year upon Landlord's notification to Tenant of such adjustment. Any overpayment by Tenant shall be credited towards Tenant's subsequent Rent payments (and any remaining balance of any such overpayment shall be paid to Tenant at the expiration or termination of the Term).

11. **Damage to Subleased Space.**

(a) **Notice.** Tenant shall give Landlord prompt written notice of any damage caused by accident, fire, the elements, or other casualty occurring on or to the Subleased Space, but not other portions of the Airport Travel Center.

(b) **Debris.** Tenant shall promptly remove all debris from the Subleased Space, and shall promptly take all necessary actions to place the Subleased Space in a neat and orderly condition to ensure the safety of persons entering upon the Subleased Space. If Tenant fails to do so, Master Landlord or Landlord may take such actions as it deems necessary to render the Subleased Space in a neat, orderly, and safe condition, and Tenant shall be liable for the costs thereof, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable by Tenant as Additional Rent within thirty (30) days from demand therefor.

(c) **Restoration.** Tenant assumes full responsibility for the interior condition of the Subleased Space and the character, acts and conduct of all persons admitted to the Subleased Space by or with the actual or

constructive consent of Tenant or with the consent of any person acting for or on behalf of Tenant. If the Subleased Space is damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Tenant, or Tenant's agents, employees, officers, representatives, guests, invitees, contractors, patrons or any person admitted to the Subleased Space by Tenant or otherwise, Tenant shall, at its expense, restore the interior of the Subleased Space to the condition existing prior to such damage. Tenant shall commence restoration within sixty (60) days after any such damage and shall diligently pursue such restoration to completion in accordance with the construction requirements of this Sublease and of the Master Lease. If Tenant fails to restore the Subleased Space as required hereunder, the Landlord or the Master Landlord may enter the Subleased Space and perform the restoration, and Tenant shall be liable to the costs thereof, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable by Tenant as Additional Rent within thirty (30) days from demand therefor.

(d) **Insurance Proceeds.** Insurance proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding, Tenant shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is in excess of the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Tenant.

(e) **Damages to Travel Center and Rent Abatement.** If a portion of the Airport Travel Center is damaged by a casualty event Tenant shall have no obligation to effect repairs otherwise required under Section 11(c) above, unless Landlord agrees to cause the entire Air Travel Center to be restored. If Landlord fails to fully repair, restore and reopen the Airport Travel Center within six (6) months following the casualty event, then Tenant shall have the right to terminate this Sublease upon written notice delivered to Landlord within ten (10) days after the end of the six month period. The requirement to make CAM Charges shall abate commencing on the date of the occurrence of a casualty event that requires Tenant to cease operations and shall resume upon reopening. The requirement to make MAG Payments shall continue for the first six months following the occurrence of a casualty event, unless this Lease is terminated by either party as a result of such casualty event. After such six month period, the requirement to pay MAG Payments shall abate until operations resume hereunder.

**12. Airport Security.**

(a) Tenant shall observe all security requirements and other requirements of the FAA, TSA, County and Department applicable to Tenant operations, as now or hereafter amended, including, but not limited to, Title 49, Parts 1500 et al., of the Code of Federal Regulations, to the extent applicable to Tenant and Tenant's activities hereunder.

(b) Tenant acknowledges that Tenant and its employees, contractors and agents may be subject to federal and state criminal history record check requirements under Federal, State and/or local laws, as may now exist or as may hereafter be enacted, including, but not limited to the Palm Beach County Criminal History Record Check Ordinance (Ordinance No. 2003-030), which laws may require Tenant to remove or restrict access of individuals who are not in compliance with the requirements of such laws. Tenant shall comply with and require its employees, contractors and agents to comply with all Federal, State and local criminal history record check requirements, including, but not limited to, the Palm Beach County Criminal History Record Check Ordinance and any access restrictions imposed thereunder. Tenant acknowledges that its employees, contractors and agents, who will have access to a "critical facility" (as defined in the Palm Beach County Criminal History Record Check Ordinance), will be subject to a national and state fingerprint based criminal history records check. Tenant shall be solely responsible for the financial, scheduling and staffing implications associated with complying with the Palm Beach County Criminal History Record Check Ordinance.

(c) Tenant shall rectify any security deficiency or other deficiency that may be determined as such by the Department, County, FAA or TSA. If Tenant fails to remedy any such deficiency, County may do so at Tenant's expense. Tenant acknowledges that County shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency as may be determined by the Department, County, FAA or TSA.

**13. Insurance.**

**13.1 Landlord.** From the Delivery Date and continuing throughout the Term, Landlord shall, at its expense, maintain in effect the insurance coverages, limits, and endorsements as required under the Master Lease. Landlord acknowledges that such insurance requirements shall not in any manner limit or qualify Landlord's obligations or liabilities under this Sublease.

**13.2 Tenant.** From the Delivery Date and continuing throughout the Term, Tenant shall, at its expense, maintain in effect at all times during the Term, the following insurance coverages, limits, and endorsements (all coverage shall be provided on a primary basis):

(a) Commercial General Liability insurance, including contractual liability, of at least one million (\$1,000,000) dollars for property damage or bodily injury or death of any one person, and one million (\$1,000,000) dollars for any one occurrence, including coverage for, but not limited to, Operations, Products Liability, Completed Operations, Contractual Liability, Personal Injury, Death, Advertising Injury, and Cross Liability.

(b) Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and Federal law.

(c) Business Automobile Liability Insurance of at least one million (\$1,000,000) dollars each occurrence for owned, non-owned and hired automobiles. If Tenant has no owned automobiles, Tenant shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy.

(d) Business Interruption Insurance for 6 months coverage.

(e) During construction, Tenant shall maintain Builder's Risk insurance covering Tenant's Improvements during the course of construction at the Subleased Space in an amount at least equal to 100% of the estimated completed project value as well as subsequent modifications of that sum. Coverage shall be provided on an All-Risk basis including coverage for the perils of wind and flood. After construction is complete, Tenant shall maintain:

Property insurance of at least one hundred (100%) percent of the total replacement cost of Tenant's Improvements (as well as Tenant's contents located on the Subleased Space). The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five (25%) percent of the Property insurance limit.

Flood insurance, regardless of the flood zone, of at least one hundred (100%) percent of the total replacement cost of Tenant's Improvements, as well as Tenant's contents, located on the Subleased Space, or the maximum amount available from the NFIP.

Windstorm insurance, unless included as a covered peril in the property insurance, of at least one hundred (100%) percent of the total replacement cost of the Tenant's Improvements, as well as Tenant's contents, located on the Subleased Space, or the maximum amount available under the Florida Windstorm Underwriting Association.

(f) Tenant may satisfy the minimum limits required above for Commercial General Liability and/or Business Auto Liability coverage under Umbrella or Excess Liability Insurance with an aggregate limit of at least the highest "each occurrence" limit for the Commercial General Liability and/or Business Auto Liability. Landlord and Master Landlord shall be endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

**13.3 Additional Insured Endorsement.** Tenant shall endorse Landlord and Master Landlord as an "Additional Insured" with respect to the actions and omissions of Tenant on each liability policy required to be maintained by Tenant, except for Worker's Compensation and Business Auto Liability policies. The "CG 2011

Additional Insured - Managers or Lessors of Subleased Space,” or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard “Additional Insured” endorsement offered by the insurer. The “Additional Insured” endorsements shall provide coverage on a primary basis. The “Additional Insured” endorsement for the Master Landlord shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406,” or as otherwise acceptable to the Risk Management Department.

**13.4 Intentionally Deleted**

**13.5 Certificates of Insurance.** Upon request at any time(s), Tenant shall provide Landlord or Master Landlord certificates of insurance evidencing coverages, limits and endorsements required herein. The certificates shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If coverage is cancelled or is not renewed, Tenant shall provide Landlord new certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. For the Master Landlord, the certificate holder’s name and address shall read “Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406,” or as otherwise acceptable to the Risk Management Department. Failure to provide certificates of insurance in compliance shall not relieve Tenant of its obligations to carry such insurance. All insurance shall carry a Best’s Rating of “A-” or better. These insurance requirements shall not in any manner limit or qualify Tenant’s obligations or liabilities under this Sublease.

**13.6 Waiver of Subrogation.** Tenant agrees to a Waiver of Subrogation for each required casualty policy. When required by the insurer, or if a policy condition does not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The requirements of this paragraph shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage if Tenant enters into such an agreement on a pre-loss basis.

**13.7 Insurance Violation or Increase.** Tenant shall not conduct any activity or place any item in or about the Subleased Space or Airport Travel Center that violates the requirements of any insurance owned by Tenant, Landlord, or Master Landlord covering the Subleased Space or Airport Travel Center, or that increases the rate of any insurance maintained by Landlord or Master Landlord. If any increase in such rate of insurance maintained by Landlord or Master Landlord is due to any such activity by, or item placed by, Tenant (whether or not Landlord has consented to such activity or item), Tenant shall pay such increase. The statement of any insurance company or insurance rating or similar organization that such an increase is due to any such activity by, or item placed by, Tenant shall be conclusive evidence thereof.

**13.8 Premiums & Proceeds.** Tenant shall be responsible for all premiums, including any increases, for all required insurance. Tenant agrees that all property, flood and windstorm insurance proceeds shall be made available for use to promptly replace, repair or rebuild the Subleased Space, including, but not limited to, those made by or on behalf of Tenant.

**13.9 Deductibles, Coinsurance, Self-Insured Retention.** Tenant shall be responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

**13.10 Right to Review or Adjust.** The Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, coverages, limits, or endorsements, required hereunder from time to time. Master Landlord may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Master Landlord shall provide Tenant a written notice of rejection, and Tenant shall comply within thirty (30) days of receipt thereof.

**13.11 No Representation of Adequacy.** Tenant agrees that it will not rely upon the requirements herein when assessing the extent or determining appropriate types or limits of insurance coverage to protect Tenant against any loss exposures.



**14. Assignment & Subletting.**

(a) Tenant shall not, in any manner, assign, transfer or otherwise convey any interest in part or all of this Sublease, the Subleased Space or any portion thereof (collectively, "Assignment"), without the prior written consent of Master Landlord and Landlord, which consents shall not be unreasonably withheld, conditioned or delayed. Tenant must provide evidence establishing that the proposed assignee: (i) has the ability to make the Rent payments under this Sublease; (ii) has sufficient experience to operate the facilities constructed or to be constructed on the Subleased Space in the manner required hereunder; (iii) has the ability to otherwise perform all of the terms, conditions and covenants of this Sublease; and (iv) agrees to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment. If Master Landlord and Landlord consent in writing to an Assignment, Tenant shall have the right to assign this Sublease to the extent permitted by such consents, provided that the use of the Subleased Space shall be limited to the same uses as are permitted under this Sublease and the assignee shall otherwise remain subject to this Sublease in all respects. No Assignment will operate to terminate or otherwise change any aspect of any guaranty.

(b) Tenant may sublease the Subleased Space subject to the prior written consent of the Master Landlord and the Landlord, which consents shall not be unreasonably withheld. All subleases shall be subject to the same conditions, obligations, and terms as set forth herein and Tenant shall be fully responsible for subtenant's performance of this Sublease. No subletting will operate to terminate or otherwise change any aspect of any guaranty.

(c) Notwithstanding any provision of this Sublease to the contrary, the consent of Master Landlord shall not be required for an Assignment of this Sublease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger acquisition, or other business reorganization, provided Tenant provides written notice to Master Landlord and Landlord ten (10) days prior to the change in ownership; provided, however, that Landlord's prior written consent shall be required, which consent shall not be unreasonably withheld, conditioned or delayed. No Assignment will operate to terminate or otherwise change any aspect of any guaranty.

(d) Any attempted Assignment or subleasing without the consent(s) required herein shall be null and void.

(e) Landlord may freely assign this Sublease at any time without Tenant's consent, and upon assumption by such assignee of Landlord's obligations hereunder, Landlord shall be released from all liability and obligation hereunder upon such assignment.

**15. Eminent Domain.** If any or all of the Subleased Space is taken through eminent domain or condemnation, or a transfer in lieu thereof, Tenant may terminate this Sublease if the taking renders the Subleased Space unsuitable for Tenant's use. Election shall be made within thirty (30) days after such taking. All awards, damages and compensation paid on account of such condemnation shall belong to Landlord or Master Landlord. Tenant waives all rights thereto. Tenant shall not make any claim against Landlord, Master Landlord, or condemnor for any portion thereof, the value of the unexpired portion of the Term, lost profits or goodwill, or severance damages. The foregoing shall not, however, prevent Tenant from pursuing a separate claim against the condemnor for the value of Tenant's Improvements and relocation expenses.

**16. Encumbrances.** Except as otherwise provided for herein, Tenant shall not, in any manner, mortgage, pledge or otherwise encumber this Sublease, the Subleased Space or any improvements now existing or hereinafter erected or constructed upon the Subleased Space, without written consent of the Master Landlord (which will be granted or withheld in accordance with the Master Lease) and of the Landlord (which will not be unreasonably withheld). Any such encumbrance without such consent shall be null and void. Tenant shall cause to be removed any and all liens of any nature arising out of or resulting out of or resulting from the performance of any work or labor performed upon the Subleased Space or the furnishing of any materials for use upon the Subleased Space, by, on behalf of or at the direction of Tenant, its employees, agents, contractors or subcontractors. This provision shall be construed to include a prohibition against any mortgage, pledge, or encumbrance by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

17. **Inspections.** Landlord, Master Landlord, the Department, and any Federal, State or local governmental entity having jurisdiction over Tenant's operations or activities on the Subleased Space shall have the right to enter the Subleased Space at all reasonable times to determine whether Tenant is in compliance with this Sublease (including, but not limited to, in compliance with all applicable law) and whether Landlord is in compliance with the Master Lease. If Tenant is notified in writing that it is not in compliance with this Sublease, as reasonably determined by Landlord, Master Landlord, or the Department, Tenant shall immediately initiate, and diligently pursue to completion, a remedy of such noncompliance to the reasonable satisfaction of the Landlord, Master Landlord, or the Department, as the case may be. If corrective action is not immediately initiated and pursued in a diligent manner to completion, the Landlord, Master Landlord, or the Department may cause the same to be accomplished, and Tenant shall be liable for the costs thereof, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable by Tenant as Additional Rent within thirty (30) days from demand therefor.

18. **Non-Discrimination.** Tenant shall comply with all the Master Lease provisions regarding non-discrimination.

19. **Environmental.** Tenant shall comply with all provisions of the Master Lease regarding environmental hazards used by Tenant at the Subleased Space, including, but not limited to, the obligation to immediately notify the emergency coordinator of the Department's Risk Management Department, Safety Division, and Landlord, and all appropriate governmental entities having jurisdiction thereof, in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.

20. **Limitation of Liability.** THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, WHETHER OR NOT FORESEEABLE. TENANT ALSO ACKNOWLEDGES AND AGREES TO BE BOUND BY, WITH RESPECT TO THE MASTER LANDLORD, ALL LIMITATIONS OF LIABILITY CONTAINED IN THE MASTER LEASE.

21. **Indemnification.**

(a) Tenant shall protect, defend, reimburse, indemnify and hold Master Landlord and Landlord, their agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which Master Landlord or Landlord is named or joined, arising out of this Sublease or Tenant's use or occupancy of the Subleased Space, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Tenant's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Tenant or any breach of the terms of this Sublease; provided, however, Tenant shall not be responsible to Master Landlord or Landlord for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of Master Landlord or which are judicially determined to be attributable to the negligence or intentional wrongdoing of Landlord, respectively, their respective agents, servants, employees and officers.

(b) Tenant further agrees to hold harmless and indemnify Master Landlord and Landlord for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Tenant's activities or operations or use of the Subleased Space whether or not Tenant was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities.

(c) The above indemnification by Tenant shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Tenant. Tenant recognizes the broad

nature of this indemnification and hold-harmless provision, and acknowledges that Landlord would not enter into this Sublease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of ten (\$10.00) dollars and such other good and valuable consideration provided by Landlord in support of this indemnification in accordance with the laws of the State of Florida.

(d) Landlord shall protect, defend, reimburse, indemnify and hold Tenant, its agents, and employees, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which Tenant is named or joined, arising out of Landlord's use or occupancy of the Airport Travel Center, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Landlord's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Landlord or any breach of the terms of this Sublease by Landlord; provided, however, Landlord shall not be responsible to Tenant for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of Tenant, its agents, servants, employees and officers.

(e) Landlord further agrees to hold harmless and indemnify Tenant for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Landlord's activities or operations or use of the Airport Travel Center (including, but not limited to any discharge of gasoline, other petroleum products, or other hazardous materials on or about the Airport Travel Center by Landlord, its employees, agents, or customers) whether or not Landlord was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities.

(f) The above indemnification by Landlord shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Landlord. Landlord recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that Tenant would not enter into this Sublease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of ten (\$10.00) dollars and such other good and valuable consideration provided by Tenant in support of this indemnification in accordance with the laws of the State of Florida.

**22. Expiration & Termination.**

**22.1 Expiration.** This Sublease shall automatically terminate at the end of the Term.

**22.2 Tenant Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Sublease by Tenant ("Event of Default"):

(a) Tenant's vacating or abandonment of the Subleased Space.

(b) Tenant's failure to pay Rent or any other amount payable by Tenant hereunder, as and when due, where such failure continues for five (5) days after written notice thereof is sent by Landlord to Tenant.

(c) Tenant's breach of any provision of this Sublease, where such breach is not cured within thirty (30) days after written notice thereof is sent by Landlord or Master Landlord to Tenant (or within any shorter cure period that may be set forth in another section of this Sublease); provided, however, that if the nature of the breach is such that more than thirty (30) days is reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure within such 30 day period and thereafter diligently pursues such cure to completion.

(d) To the extent permitted by law: (i) the making by Tenant or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; (iii) the

appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Subleased Space or of Tenant's interest in this Sublease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Subleased Space or of Tenant's interest in this Sublease, where such seizure is not discharged within thirty (30) days.

(e) Notwithstanding any provision of this Sublease, Tenant acknowledges and agrees that the Department may require Tenant to immediately cease any activity which could result in an airport hazard or endanger safety of any other Airport user, as reasonably determined by the Department.

**22.3 Remedies for Tenant Default.** Upon the occurrence of an Event of Default, Landlord may, at any time thereafter, with or without notice or demand and without limiting any other right or remedy, exercise any of the following remedies (together with recovery of all costs of enforcement, including, but not limited to, attorneys fees):

(a) Declare the entire rent for the balance of the Term or any part thereof due and payable forthwith (discounted for present value and less the reasonable net value of rents to be received from a successor), and bring an action for the recovery thereof; provided that Landlord shall use all reasonable commercial efforts to mitigate its damages by first reletting the Subleased Premises.

(b) Terminate Tenant's right to possession of the Subleased Space by any lawful means and re-enter and re-take possession of the Subleased Space for the account of Tenant, in which case the rent and other sums hereunder shall be accelerated and due in full, and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what Landlord is able to recover from its good faith efforts to relet the Subleased Space, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by Landlord shall be applied, first to the payment of any indebtedness, other than rent due hereunder from Tenant; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by Landlord due to Tenant's default including, but not limited to, the reasonable cost of recovering possession of the Subleased Space including reasonable attorneys' fees, and reasonable real estate commissions paid by Landlord relating to the unexpired Term; third, to the payment of Rent due and unpaid hereunder; and the remainder, if any, shall be paid to Tenant.

(c) Treat this Sublease as terminated and re-enter and re-take possession of the Subleased Space for the account of Landlord, thereby terminating any further liability under this Sublease on the part of Tenant and Landlord. Notwithstanding the foregoing, Landlord shall have a cause of action to recover any Rent remaining unpaid when Landlord retakes possession.

(d) Stand by and do nothing, holding Tenant liable for the rent as it comes due.

(e) Pursue any other remedy now or hereinafter available.

(f) Notwithstanding anything in this Sublease to the contrary, Landlord shall have the right to bring an action for its damages upon the occurrence of a default by Tenant and Landlord reserves all rights which laws of the State of Florida confer upon a Landlord against a tenant in default. Tenant hereby waives any additional notice Tenant may be entitled to pursuant to Florida law.

**22.4 Termination by Tenant.** Tenant may terminate this Sublease, if Tenant is not in default of this Sublease, by giving Landlord sixty (60) days written notice, upon or after the occurrence of any one of the following events (such remedies to be in addition to any other remedies available to Tenant):

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Subleased Space for the purposes permitted hereunder, which injunction remains in force for a period of at least ninety (90) days.

(b) Landlord's breach of this Sublease, where such breach is not cured within thirty (30) days after written notice thereof is sent by Tenant to Landlord; provided, however, that if the nature of the breach is such that more than thirty (30) days is reasonably required for its cure, then Landlord shall not be deemed to be in default if

Landlord commences to cure within such 30 day period and thereafter diligently pursues such cure to completion.

(c) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Tenant, for a period of at least ninety (90) days.

(d) In addition Tenant shall have the right to terminate this Lease in all respects if the landlord has not completed construction of the Airport Travel Center and Delivery Date has not occurred by December 31, 2015 by providing the Landlord with written notice of its election to terminate. Upon termination hereunder Landlord shall return the First & Last Payment to Tenant and both parties shall be released and relieved of any further obligations under this Sublease.

**22.5 Surrender.** Tenant shall immediately surrender the Subleased Space to Landlord in good condition, upon expiration or termination of this Sublease, ordinary wear excepted. If Tenant fails to surrender the Subleased Space, Tenant shall be liable to Landlord for any damages, and in addition thereto, Tenant shall also be liable to pay Landlord during such holdover, double rental, as provided in Florida Statutes Section 83.06.

**23. General Provisions.**

**23.1 Brokers.** Each Party represents and warrants to the other Party that no brokerage commission is due to any person or entity with respect to this Sublease, and each Party shall indemnify, defend and hold the other harmless from and against any cost or liability suffered in connection with any real estate broker(s) claiming by, through or under either Party seeking any commission, fee or payment in connection with this Sublease, including, but not limited to, reasonable attorneys fees.

**23.2 No Recording.** Neither this Sublease, nor any memorandum or short form hereof, shall be recorded without the prior written consent of the Department.

**23.3 Estoppel Certificate.** From time to time, upon not less than ten (10) days written request from the other Party, each Party shall execute, acknowledge and deliver to the requesting Party, in form and content reasonably acceptable to the requesting Party, an estoppel certificate. If either Party fails to execute and deliver any such certificate within the foregoing time period, the delinquent Party shall be deemed to have acknowledged and agreed with and to the matters set forth in such certificate.

**23.4 Authority.** Each Party represents and warrants that: (i) such Party has full capacity, right, power and authority to execute, deliver, and perform this Sublease, (ii) all document, and that all required action and approvals therefor by such Party have been duly taken and obtained, (iii) this Sublease and all documents to be executed pursuant hereto are binding upon and enforceable against such Party in accordance with their terms, (iv) the transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which such Party is bound, and (v) the individual signing this Sublease and all other documents executed pursuant hereto on behalf of such Party is duly authorized to sign this Sublease on behalf of such Party (the individual signing this Sublease on behalf of such Party also represents and warrants that he or she is duly authorized to sign this Sublease on behalf of such Party).

**23.5 Independent Contractor.** Tenant is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts or omissions, and neither Landlord nor Master Landlord shall be responsible therefor.

**23.6 Rights Reserved.** All rights not expressly granted Tenant by this Sublease are reserved to the Landlord and the Master Landlord.

**23.7 Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any Party hereunder, shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service or overnight mail, or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of

transmission with confirmed answer back if by fax if transmitted before 5PM on a Business Day and on the next Business Day if transmitted after 5PM EST or on a non-Business Day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

Landlord:

West Palm Beach Plaza, LLC  
c/o Petroleum Marketing Group Inc.  
12680 Darby Brooke Court  
Woodbridge VA 22192  
Attn: Keyhan Ejtemai

Tenant:

Belvedere Donuts, LLC  
803 Donald Ross Road  
Juno Beach FL 33408  
Attn: Daniel Bowers

Any Party may from time to time change the address to which notice under this Sublease shall be given such party, upon three (3) days prior written notice to the other Party.

**23.8 Public Entity Crimes.** As provided in Florida Statutes Section 287.132-133, by entering into this Sublease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date. This notice is required by Florida Statutes Section 287.133(3) (a).

**23.9 Scrutinized Companies.** As provided in Florida Statutes Section 287.135, by entering into this Sublease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Florida Statutes Section 215.473. If County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Sublease may be terminated and a civil penalty equal to the greater of \$2 Million or twice the amount of this Sublease shall be imposed, pursuant to Florida Statutes Section 287.135.

**23.10 Laws.** Tenant shall comply with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, FAA Advisory Circulars and Airport Rules and Regulations, and permitting and licensing requirements.

**23.11 Intentionally deleted.**

**23.12 Additional Rent.** Any and all sums of money, fees, or charges required to be paid by Tenant hereunder other than Rent shall be considered "Additional Rent" (whether or not specifically so designated) and Landlord shall have the same rights and remedies regarding Additional Rent as are available regarding Rent.

**23.13 Accord & Satisfaction.** If Tenant pays any amount that is less than the amount stipulated to be paid under this Sublease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy.

**23.14 Entire Agreement.** This Sublease sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions

contained in this Sublease may be added to, modified, superseded or otherwise altered or waived, nor may any breach be waived, except by written instrument executed by the Parties hereto.

**23.15 Waiver.** The failure of either Party or of the Master Landlord to insist on strict performance of any of the agreements, terms, covenants or conditions hereof or of the Master Lease (whether single or through a course of dealing or otherwise) shall not be deemed a waiver of those or any other agreements, terms, covenants or conditions, nor a waiver of any rights or remedies whatsoever.

**23.16 Governing Law & Interpretation.** This Sublease shall be governed by and in accordance with the laws of the State of Florida. No Party shall be considered the author of this Sublease. This Sublease shall be considered as jointly drafted and it shall not be construed against one party as opposed to the other party based upon who drafted it. The invalidity of any part of this Sublease shall have no effect upon the validity of any other part. Except as otherwise expressly provided, no provision of this Sublease shall create any third party beneficiary nor provide any rights to any person or entity not a Party to this Sublease, except such rights as are held by the Master Landlord or any other governmental entity under this Sublease, the Master Lease, or any applicable law. Time is of the essence with respect to the performance of every provision of this Sublease in which time of performance is a factor. The recitals are incorporated into and made part of this Sublease. All references to "months" or "days" mean calendar months or calendar days, respectively.

**23.17 Litigation.** Venue in any action, suit or proceeding in connection with this Sublease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida, and the Parties hereby waive any and all rights to have a trial by jury in any such litigation; provided that such waiver shall not apply if any persons or entities other than the Parties are party to the litigation.

**23.18 Remedies Cumulative.** The rights and remedies of the Parties hereto with respect to any of the terms and conditions of this Sublease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the Parties.

**23.19 Binding Effect.** This Sublease shall inure to the benefit of and be binding upon the Parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any prohibition against or limitations regarding assignment or subletting.

**23.20 Survival.** The provisions of this Sublease shall survive any expiration or termination of this Sublease as the context may naturally dictate.

**23.21 Force Majeure.** If either Party is prevented from performing any of its non-monetary obligations due to strikes, lockouts, terrorism, failure of power, riots, insurrection, war, embargo, acts of God, or other causes beyond such Party's reasonable control, such Party's performance obligation shall be suspended during such prevention, so long as such Party diligently works to perform to the extent reasonably possible.

**23.22 Assurances.** Upon written request, Tenant shall promptly provide Landlord or Master Landlord such evidence, documentation, or information as may reasonably be requested to assure Landlord or Master Landlord that Tenant is in compliance with this Sublease.

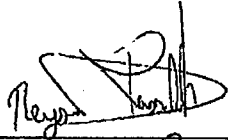
**23.23 Counterparts.** This Sublease may be executed in counterparts. Signatures transmitted by facsimile or other electronic means (e.g., emailed pdf) shall be deemed to be originals, and true copies shall be as valid as originals.

**23.24 Radon.** 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 County's public health unit.

**WHEREFORE,** intending to be legally bound hereby, the Parties hereto execute this Sublease, or a counterpart hereof, as of the Effective Date first written above.

[Signature page to Sublease]

Witness:



Name: Neysan Rassekh

Witness:



Name: TAD ANDERSON

Witness:



Name: Cheryl Richard

Witness:

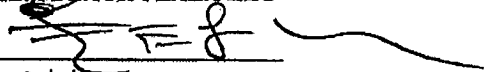


Name: Wanda

LANDLORD

WEST PALM BEACH PLAZA LLC

By:



Name: Abdo Houssein Eijemai

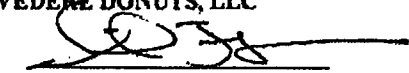
Title:

President

TENANT

BELVEDERE DONUTS, LLC

By:



Name: Daniel Bowers

Title:

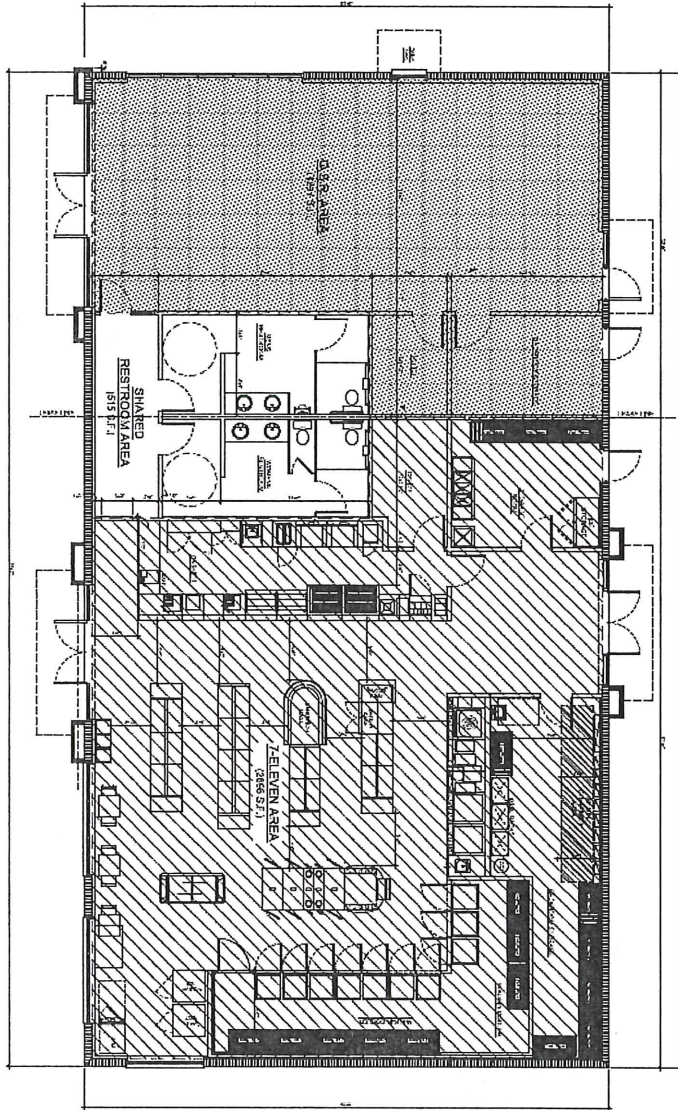
President



**Exhibit A**  
**Master Lease**

**Exhibit B**  
Subleased Space

**SCHEMATIC B**



**BUILDING DATA:**

1.	NORTHERN GOVERNANCE STORE AREA	2888 S.F.
2.	C&A AREA	1397 S.F.
3.	RESTROOM AREA	420 S.F.
4.	TOTAL INTERIOR AREA	4705 S.F.
5.	TOTAL OVERALL SLAB AREA IN X'X"	5429 S.F.

PRELIMINARY FLOOR PLAN 1/20" = 1'-0" 1

A-1

PRELIMINARY FLOOR PLAN  
SCHEMATIC 'B'

NO.	DATE	DESCRIPTION	BY	CHKD.
1	02/15/11	ISSUED FOR PERMITS	AC	AC
2	02/15/11	REVISED	AC	AC
3	02/15/11	REVISED	AC	AC
4	02/15/11	REVISED	AC	AC
5	02/15/11	REVISED	AC	AC
6	02/15/11	REVISED	AC	AC
7	02/15/11	REVISED	AC	AC
8	02/15/11	REVISED	AC	AC
9	02/15/11	REVISED	AC	AC
10	02/15/11	REVISED	AC	AC

**ENGINEER OF RECORD:**  
**AEC Services, Inc.**  
 13000 S.W. 11th Street  
 Fort Lauderdale, FL 33330  
 (954) 575-1111  
 www.aecservices.com

**CLIENT:**  
 Petroleum Marketing Group  
 12800 Carby Brook Ct  
 Woodbridge, VA 22182  
 (703) 462-0224  
 West Palm Beach Airport  
 1050 PB/A, Suite 123  
 West Palm Beach, Florida 33405

**Exhibit C**  
**White Box Work\***

Except as otherwise stated, Landlord shall deliver, at its expense, the following improvements, per plans and specifications provided by Tenant and approved by Landlord and Master Landlord. All construction shall comply with all applicable laws, rules, regulations, and codes. All permits required to construct the Landlord's Work and to deliver the Subleased Space will be obtained by Landlord at its expense. Landlord will also be responsible for the payment of any imposition charged by applicable governmental jurisdictions or utility providers which are commonly referred to under one of the following names, which list is included for illustrative purposes only and is not intended to be exhaustive: connection charges, availability fees, tie-in fees, meter fees or charges, tap-in or tap fees, or impact charges. Landlord's Work shall be the following:

A. Structural, Exterior, Storefront, Doors, Site:

- Structural system (including, but not limited to, roof system, floor system, load bearing walls, and structural columns) capable of handling all loads required by code and Tenant's construction and intended use. If the Premises is new construction, Landlord shall construct a clear span structural system with no columns.
- Appropriate paths of egress as per local code.
- All entrances at street or walkway level per federal, state and local handicapped accessibility codes, including, but not limited to, all applicable clear space, radius landings, railings, and required door hardware. All exterior glass to be double pane, hurricane rated impact glass or meet code requirements.
- Storefront according to plans.
- Exterior walls will be exposed mason block, unless otherwise noted.
- Drive thru window will be placed in exterior wall according to location specs to be provided by Tenant before construction of exterior wall.
- All necessary site improvements, such as asphalt and concrete paving, landscaping, curbing, drainage, parking, etc.

B. Floors:

- New floor slab or existing floor slab in stable and level condition with all adhesives, mastics, glues, etc. from prior tenant's floor removed. If new construction, floor shall be bare trowel finished concrete ready to accept Tenant's finishes. All asbestos and other hazardous materials will be removed and properly disposed of by a licensed asbestos/ hazardous material removal company. All asbestos and other hazardous materials removed from Subleased Space and any other location where Tenant's work will be performed. Landlord will stub out under-slab utilities if location is known before slab is poured.

C. Demising Wall(s):

- Demising walls to be properly and lawfully designed subdividing premises.
- Demising walls to be framed in with studs exposed to allow Tenant to run electrical and other utilities. Drywall and finishing of exterior side of demising walls shall be Landlord's responsibility. Drywall and finishing of interior side of demising walls shall be Tenant's responsibility.

D. Trash Area:

- Trash area shall be provided by the Landlord, sized adequately to store Tenant's trash dumpster. Designated trash location shall be easily accessible from Tenant's service entrance.

E. HVAC:

- Landlord to provide, at its expense, adequate HVAC (per Dunkin' Donut specifications) unit placed on

rooftop or exterior with gas line and curb cuts and equipped with Economizer. Distribution will be Tenant's Work.

F. Electric:

- Service to be brought to Subleased Space (per Dunkin' Donut specifications). Panel to be a part of Tenant's Work.

G. Plumbing, Sewage, & Grease Trap:

- Plumbing and sewer to be stubbed to Subleased Space and grease trap to be installed per municipality requirements by Landlord. Remaining plumbing at Tenant's expense.

H. Fire Protection:

- Sprinkler coverage per code requirements and Tenant's construction documents

I. Dropped Ceiling:

- By Tenant at Tenant's expense

J. Lighting:

- By Tenant at Tenant's expense

K. Signage:

- Tenant, at Tenant's expense, may place signage on the exterior of the building, monument or ID sign, subject to written consent of the Master Landlord (which will be granted or withheld in accordance with the Master Lease) and of the Landlord (which will not be unreasonably withheld, delayed or conditioned) and appropriate authority.

\* All work shall be completed according to plans and specifications provided by Tenant, and approved by Master Landlord and Landlord, before the work starts. Changes to scope of work, location, or type of work requested by Tenant during the course of construction shall be at Tenant's expense. All construction work conducted by Tenant hereunder with respect to floor and wall finishes, general lighting, counters and back-counters, cabinetry and related millwork, dedicated rooftop HVAC System and distribution of all necessary electrical, water and drainage systems within the Subleased Space, and procurement of equipment, signage and furniture shall be considered "Tenant's Improvements".

**Exhibit D**  
**Tenant's Parent's Guaranty**

## TERM LIMITED GUARANTY OF SUBLEASE

This Guaranty of Sublease ("Guaranty"), effective October 29, 2014, is between Juno Beach Donuts, LLC, a Florida limited liability company ("Guarantor") and West Palm Beach Plaza LLC, a Florida limited liability company ("Landlord").

WHEREAS, Guarantor's subsidiary Belvedere Donuts, LLC ("Tenant") is the tenant under a sublease dated as of October 29, 2014 ("Sublease") with Landlord; and Guarantor acknowledges that Landlord requires Guarantor to guarantee all of Tenant's obligations under the Sublease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Guaranty.** Guarantor absolutely, unconditionally and irrevocably guarantees the full performance of all of Tenant's obligations under the Sublease, whether direct or indirect, primary or secondary, fixed or contingent, joint or several (including, but not limited to, payment of all rents and charges then due and payable to Landlord) accruing under the Sublease between the date of its execution and the third anniversary of the Rental Start Date (collectively, "Guaranteed Obligations"). If Tenant fails to perform any of the Guaranteed Obligations, Guarantor shall perform them on Tenant's behalf, including, without limitation, paying Landlord any amounts then due and payable Landlord under the Sublease. This Guaranty shall in all respects be valid and continuing, irrespective of any circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except as described below.

This Guaranty shall remain in force until all Guaranteed Obligations, including any extensions or renewals thereof, have been finally satisfied in full.

Notwithstanding any other provisions of this Guaranty, Guarantor shall enjoy (jointly with Tenant): (a) any and all defenses and counterclaims of Tenant arising out of the Sublease (but specifically excluding, without limitation, any and all defenses arising at law, in equity or otherwise out of the financial incapacity of Tenant or the filing of a bankruptcy petition or insolvency action by or against Tenant); and (b) all rights hereunder of Tenant to enforce the obligations of Landlord under the Sublease and Tenant's rights under the Sublease.

2. **Application of Amounts.** Any amounts received by Landlord from any source on account of the Guaranteed Obligations may be applied by Landlord toward the satisfaction of such of the Guaranteed Obligations in such order of application as Landlord may elect in its sole discretion.

3. **Avoidance or Rescission.** If at any time any or all of any payment theretofore received by Landlord regarding any Guaranteed Obligations is avoided pursuant to any law (e.g., if any must be rescinded or returned by Landlord for any reason whatsoever, including, without limitation, Tenant's bankruptcy), then, for the purposes of this Guaranty, such Guaranteed Obligations shall be deemed to have continued in existence and shall not be avoided by Guarantor, even if avoided by Tenant, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Guaranteed Obligations.

4. **Landlord's Rights.** Landlord may from time to time, in its sole discretion, without notice to Guarantor, and without limiting any of Landlord's other rights, do any or all of the following, none of which shall be deemed to change or discharge Guarantor's obligations hereunder: (a) retain or obtain a security interest in any property to secure any or all of the Guaranteed Obligations; (b) retain or obtain other guarantees of any or all of the Guaranteed Obligations; (c) extend the time for performance of any or all of the Guaranteed Obligations; (d) consent or not object to the assignment of any or all of the Guaranteed Obligations, including, without limitation, any assignment of the Sublease; (e) change or exchange any or all of the Guaranteed Obligations, or release or compromise any or all obligations of Guarantor or of any other guarantor or of Tenant; (f) release or fail to perfect any security interest in, or impair, surrender, release or permit any exchange for any or all of any property securing any or all of the Guaranteed Obligations or any or all obligations hereunder, or extend or renew the same, or release, compromise, alter or exchange any obligations of any obligor regarding any such property; and/or (g) resort to Guarantor for performance of any of the Guaranteed Obligations, whether or not Landlord has: (i) resorted to any property or security deposit securing any of the Guaranteed Obligations or (ii) proceeded against Tenant or any other guarantor or obligor primarily or otherwise

obligated regarding any or all of the Guaranteed Obligations.

5. **Subordination.** Guarantor fully and unconditionally subordinates any present or future claims Guarantor may have against Tenant to the prior full satisfaction of all Guaranteed Obligations of Tenant to Landlord.

6. **Waiver.** To the extent permitted by law, Guarantor hereby waives: (a) notice of the existence or creation of any or all of the Guaranteed Obligations or any default by the Tenant under the Sublease; (b) presentment, demand, notice of dishonor, protest, and all other notices; (c) any requirement that Landlord exhaust any right, power or remedy or proceed against the Tenant under the Sublease or any other agreement or instrument referred to herein or therein, or against any other person or entity under any other guarantee of, or security for, any of the Guaranteed Obligations; and (d) all diligence in collection or protection of, or realization upon, the Guaranteed Obligations or any part thereof, any obligation hereunder, or any security for, or guarantee of any of the foregoing. Without limiting the generality of the foregoing, Landlord is not bound to exhaust its recourse against Tenant or any other parties or securities before being entitled to performance from Guarantor. To the extent permitted by law, the benefit of any law otherwise affecting the liability of Guarantor hereunder or enforcement of this Guaranty, of any type whatsoever, is hereby waived.

7. **Time of Performance.** Within ten (10) days of written notice from Landlord that Tenant has failed to fulfill any of the Guaranteed Obligations, Guarantor shall perform those Guaranteed Obligations. If Guarantor fails to do so, then Landlord may perform those Guaranteed Obligations and recover all its costs (including, but not limited to, reasonable attorneys fees), plus interest on all money so expended at the rate of eighteen (18%) percent per annum, or the highest rate allowed by law, whichever is less. If the due performance is a payment, Guarantor shall make the payment to Landlord within five (5) days after written demand is made by Landlord. Any amounts payable by Guarantor hereunder shall be made without setoff. Any amount not paid within said five day period, or any judgment obtained against Guarantor, shall bear interest at a rate of eighteen (18%) percent per annum, or the highest rate allowed by law, whichever is less.

8. **Assignment of Sublease.** Landlord may, from time to time, without notice to Guarantor, assign any or all of its interest in the Sublease or in this Guaranty, or its right to collect on any of the Guaranteed Obligations from Tenant or Guarantor. Notwithstanding any such assignment, or any subsequent assignment thereof, such Guaranteed Obligations shall remain Guaranteed Obligations, and each immediate and successive assignee shall, to the extent of the interest of such assignee, be entitled to the benefits of this Guaranty as if such assignee were Landlord. Landlord shall retain an unimpaired right to enforce this Guaranty with respect to unassigned rights hereunder.

9. **Representations & Warranties.** Guarantor represents and warrants to Landlord that: (a) Guarantor is and will remain duly organized and in good standing under the laws of the jurisdiction of its organization; (b) the execution, delivery and performance of this Guaranty are and will remain within the right, power, authority and capacity of Guarantor; (c) this Guaranty has been duly executed and delivered by Guarantor, and is and will remain enforceable in accordance with its terms, the making and performance of which do not and will not constitute a default under any law, any restriction imposed by judicial, arbitral or any governmental instrumentality or any agreement or instrument by which Guarantor is bound; (d) this Guaranty does not and will not cause a default under any other agreements or instruments by which Guarantor is bound; (e) Guarantor is and will remain capable of performing the Guaranteed Obligations; and (f) Guarantor has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of Tenant, and Landlord shall not have any responsibility to provide Guarantor with any information concerning the affairs, financial condition or business of Tenant.

10. **Required Notices.** Guarantor shall notify Landlord immediately in writing upon the occurrence of any of the following: (a) any change in Guarantor's condition that could reasonably be expected to have a material adverse effect on Guarantor's ability to perform hereunder; (b) any bankruptcy, insolvency, receivership, or asset seizure proceeding initiated by or against Guarantor; (c) Guarantor commences to cease operating, dissolve, liquidate, or make an assignment for the benefit of creditors; or (d) Guarantor ceases to generally pay its debts as they become due. The occurrence of any of the foregoing will constitute a material default and breach by Tenant under the Sublease.

11. **Delivery of Notices.** Any and all notices and/or other documents required or desired to be delivered hereunder shall be in writing and shall be delivered by overnight courier, addressed as follows:

If to Landlord:

West Palm Beach Plaza LLC  
12680 Darby Brooke Court  
Woodbridge, VA 22192  
Attention: Keyhan Ejtemai

If to Guarantor:

Juno Beach Donuts, LLC  
803 Donald Ross Road  
Juno Beach FL 33408  
Attention: Dan Bowers, Manager

The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

**12. Other Provisions.**

(a) This Guaranty is the entire and exclusive agreement between the parties concerning its subject matter, and it supersedes all prior or contemporaneous oral or written agreements, understandings, representations, warranties, and promises between the parties relating to this subject matter. The parties represent and warrant that they are entering into this Guaranty without relying on anything not expressly stated herein.

(b) This Guaranty may not, in whole or in part, be modified, amended, cancelled, supplemented, or restated, except in a writing signed by both parties. No right, remedy, or breach may be waived except in a writing signed by the party making such waiver. No failure or delay in exercising any right or remedy will operate as a waiver of that or any other right or remedy, nor will any partial exercise of any right or remedy preclude any further exercise of that or any other right or remedy.

(c) This Guaranty will be governed by Florida law without regard to any conflict of law principles. This is an agreement between sophisticated parties and the rule of construing ambiguities against the drafter will not apply. If any or all of this Guaranty or application thereof is held invalid or unenforceable, it will be deemed modified to the extent necessary to make it valid and enforceable in the manner that best advances the spirit of this Guaranty.

(d) Guarantor submits to the jurisdiction of the state or federal courts in Florida for any action regarding this Guaranty. Nothing herein shall, however, prevent Landlord from bringing actions against Guarantor in the courts of any other jurisdiction.

(e) The remedies in this Guaranty are cumulative and are not exclusive of any other remedies provided by law or otherwise.

(f) If there is any proceeding of any nature relating to this Guaranty, the prevailing party shall be entitled to recover its costs and reasonable attorneys fees. If Landlord seeks legal assistance to enforce this Guaranty, Guarantor shall reimburse Landlord's costs and reasonable attorneys fees actually expended, whether or not there is a proceeding.

(g) This Guaranty will be enforceable by and against the parties and their successors, heirs, executors, administrators, representatives, and permitted assigns. Guarantor shall not assign any or all of this Guaranty without Landlord's prior written consent; any assignment by Guarantor without such consent shall be null and void.

(h) This Guaranty may be executed in counterparts. Copies, faxed, e-mailed or scanned signatures will be as valid as originals in all respects.

(i) Guarantor shall promptly execute and deliver such documents and take such actions as Landlord may from time to time reasonably request in order to effectuate this Guaranty and/or to provide assurance of Guarantor's compliance herewith.

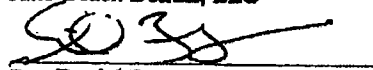
(j) This Guaranty shall terminate in all respects in the event that Tenant lawfully terminates the Sublease



either to due to Landlord's Default or due to Landlord's failure to fully construct the Airport Travel Center by December 31, 2015. It shall also expire on the third anniversary of the Rent Start Date of the Sublease, provided that Tenant is not then in Default under the Sublease.

**GUARANTOR:**

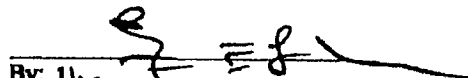
Juno Beach Donuts, LLC



By: Daniel Bowers  
Its: Manager

**LANDLORD:**

West Palm Beach Plaza LLC



By: Hossein Sijmai  
Its: President

**Option to Assume Lease (PC # \_\_\_\_\_)**

1. If Belvedere Donuts, LLC d/b/a Dunkin' Donuts ("Tenant") defaults under the Lease dated October 29, 2014 ("Lease") by and between West Palm Beach Plaza LLC ("Landlord") and Tenant for the premises located at Palm Beach International Airport (the "Premises"), or if Dunkin' Donuts Franchising LLC ("Franchisor") terminates Tenant's franchise agreement covering the Premises, Landlord and Tenant acknowledge and agree that Franchisor will have the option to assume the Lease pursuant to this Option to Assume Lease ("Option"). This Option supplements and forms a part of the Lease.
2. Landlord agrees to give Franchisor written notice specifying all default(s) of Tenant under the Lease. Franchisor agrees to give written notice to Landlord if Franchisor terminates Tenant's franchise agreement and, in such notice, will request that Landlord provide Franchisor with a copy of the Lease and specify any of Tenant's defaults thereunder. All notices will be by nationally recognized overnight courier (with tracking capability).
3. Franchisor (or one of its real estate affiliates) may, within thirty (30) days from (i) receipt of notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) as required or permitted by the terms of the Lease, or (ii) sending of notice to Landlord that Franchisor has terminated Tenant's franchise agreement covering the Premises, notify Landlord, by written notice, of Franchisor's decision to assume the Lease. If, and only if, Franchisor exercises its right to assume the Lease by sending Landlord the required notice within the 30 day period as provided in the prior sentence, (i) Landlord will deliver possession of the Premises to Franchisor; and (ii) Franchisor will, immediately upon such delivery, cure all of Tenant's monetary defaults under the Lease, begin curing, and diligently complete such curing within the time periods required under the Lease, all of Tenant's non-monetary defaults under the Lease and execute an agreement pursuant to which Franchisor agrees to assume all of Tenant's rights and obligations under the Lease, subject to the next paragraph; provided that Franchisor will, upon exercise of the option, be deemed to have assumed all of Tenant's rights and obligations under the Lease whether or not Franchisor executes an assumption agreement.
4. If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, Landlord agrees that Franchisor (i) may, without Landlord's consent but subject to Master Landlord consent, sublet the Premises or assign the Lease to an approved Dunkin' Donuts franchisee of Franchisor, provided Franchisor remains liable for the payment of rent and the performance of Tenant's duties under the Lease, (ii) may assign, without recourse, its rights under the Lease upon receiving Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, and Master Landlord's consent, (iii) will not be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, (iv) will not be subject to any provision of the Lease that requires Tenant to continuously operate a business in the Premises during any period that the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed thirty (30) days in each instance; and (v) may, if it subleases the Premises to a franchisee as provided above, retain all rent or other consideration payable under such sublease that is in excess of the rent due Landlord under the Lease. Notwithstanding the foregoing, Franchisor's exercise under this Agreement and its assumption of the Lease is subject to Master Landlord's approval of the sublease to Franchisor's proposed Dunkin' Donuts franchisee.
5. If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, within ten (10) days after written demand, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so, Tenant appoints Franchisor as its agent to execute all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and to Franchisor for all amounts that Franchisor pays to Landlord to cure Tenant's defaults under the Lease, including, but not limited to, interest, reasonable collection costs and de-identification costs (the parties acknowledging that Franchisor or Landlord may enter the Premises without being guilty of trespass or tort to de-identify the Premises). This Option may be signed in any number of counterparts and delivered by overnight delivery, facsimile or email, each of which shall be deemed an original, but all of which shall

constitute one and the same instrument. A copy, facsimile or scanned signature may be used for any purpose in lieu of an original signature.

6. This Option is dated April \_\_\_\_, 2015.

7. This Option is the entire and exclusive agreement between the parties concerning its subject matter, and it supersedes all prior or contemporaneous oral or written agreements, understandings, representations, warranties, and promises between the parties relating to this subject matter. The parties represent and warrant that they are entering into this Option without relying on anything not expressly stated herein.

8. This Option may not, in whole or in part, be modified, amended, cancelled, supplemented, or restated, except in a writing signed by the party against which such change is to be enforced. No right, remedy, or breach may be waived except in a writing signed by the party making such waiver. No failure or delay in exercising any right or remedy will operate as a waiver of that or any other right or remedy, nor will any partial exercise of any right or remedy preclude any further exercise of that or any other right or remedy.

9. This Option will be enforceable by and against the parties and their successors, heirs, executors, administrators, representatives, and permitted assigns. Neither Franchisor nor Tenant shall assign any or all of this Option without Landlord's prior written consent; any assignment without such consent shall be null and void.

**LANDLORD**

West Palm Beach Plaza LLC

By: Neysan Rassekh  
Neysan Rassekh, EVP of PMG Airport  
Plazas Developers LLC

Its: Manager

**TENANT**

Belvedere Donuts, LLC

By: [Signature]  
Daniel Bowers, Its President

**FRANCHISOR**

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

130 Royall Street  
PO Box 9141  
Canton, Massachusetts 02021  
Attention: Legal Department