

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: May 16, 2017 Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Consent to Assignment of the Lease (Consent) between AA Economy Transmission Specialists, LLC, a Florida limited liability company (AA) and Victor Contreras for the assignment and assumption of the Lease Agreement (Lease) for property at 325 N. Military Trail, West Palm Beach, FL 33406, near the Palm Beach International Airport (PBJA) (R-2012-0625).

Summary: AA leases property at 325 N. Military Trail west of PBJA to operate an automobile repair business. AA wishes to assign to the Lease to Contreras who will assume all rights, duties and obligations under the Lease. The term of the Lease expires on October 31, 2018, with no further renewal options. **Countywide (HJF)**

Background and Justification: The County acquired the property on March 14, 2012 (R-2012-0625) as the property is in the PBJA Runway Protection Zone and assumed the Lease. The Lease allows for the Consent.

Attachments: One (1) Consent to Assignment of the Lease

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AB
Recommended By: David Felby 4/18/17
Department Director Date
OB
Approved By: Verdenea C. Baker 5/3/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT * # ADDITIONAL FTE POSITIONS (Cumulative)	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Rsource _____
 Reporting Category _____

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

*No fiscal impact. Through the Consent the Lease Agreement will be assigned with no change in payments made to the County.

C. Departmental Fiscal Review: MSimmer

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

MSimmer 4/19/17
 OFMB ET 4/19

Dr. S. Jacobson 4/28/17
 Contract Dev. and Control
 4/27/17 @

B. Legal Sufficiency:

MSimmer 5/1/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONSENT TO ASSIGNMENT OF THE LEASE

THIS CONSENT TO ASSIGNMENT OF THE LEASE (this "Consent"), is given this _____, by Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County" or "Lessor").

WHEREAS, on March 14, 2012 (R2012-0625) County assumed that certain lease agreement for property at 325 N. Military Trail, West Palm Beach, FL 33406, by and between Annie Holdings, LLC, and AA Economy Transmission Specialists, LLC, dated October 1, 2009, incorporated herein by reference (the "Assignment to County") (the "Lease").

WHEREAS, AA Economy Transmission Specialists, LLC, as Assignor, and Victor Contreras, Assignee, have notified County that Assignee and Assignor have entered into an Assignment of the Lease (the "Assignment Agreement"), dated February 6, 2017, attached hereto and incorporated herein as Exhibit "A", and have requested that County give its written consent to Assignor's assignment of its right, title and interest under the Lease and the Assignee's assumption of Assignor's rights, duties and obligations, under the Lease.

NOW THEREFORE, in consideration of the representations, warranties, and covenants and agreements expressed by Assignor and Assignee in the Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County hereby gives this Consent as follows:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.
2. All of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed. Notwithstanding any provision of the Assignment Agreement to the contrary, County hereby rejects any such provision in the Assignment Agreement, if any, which is in conflict with the terms and conditions of the Lease, or which purports to modify or amend the Lease in any way.
3. It is County's intent that the Assignor shall remain liable to County for all rights and obligations contained in the Lease through the Assignment Date.
4. This Consent shall become effective when approved by the Palm Beach County Board of County Commissioners (the "Assignment Date").

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER
COMMISSIONERS

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA,
BY ITS BOARD OF COUNTY

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Director, Department of Airports

EXHIBIT "A"
THE "ASSIGNMENT AGREEMENT"

ASSIGNMENT OF THE LEASE

THIS ASSIGNMENT OF THE LEASE (this "Assignment") is made and entered into as of the 6th day of February, 2017, by and between AA ECONOMY TRANSMISSION SPECIALISTS, LLC, a Florida Limited Liability Company (the "Assignor"), and MR. VICTOR CONTRERAS, an individual, whose address is 64 Lisa Lane, Lake Worth, FL 33463 (the "Assignee").

Recitals

WHEREAS, on October 15th, 2009, Annie Holdings, LLC and AA Economy Transmission Specialists, LLC (then owned and managed by Andrea Chauncey) entered into the Lease Agreement attached hereto as Exhibit "A" (the "Lease") in regards to the property located at 325 N Military Trail, West Palm Beach, FL 33415 (the "Property"); and

WHEREAS, on March 14, 2012, Annie Holdings, LLC sold the Property to Palm Beach County, a political subdivision of the State of Florida (the "Lessor" or "County") and the Lease was assigned to Lessor pursuant to the Lease Assignment attached hereto as Exhibit "B"; and

WHEREAS, on July 9, 2015, in accordance with Section 27(b) of the Lease, AA Economy Transmission Specialists, LLC, exercised its final renewal option under the Lease, extending the term of the Lease to October 31, 2018; and

WHEREAS, on April 1, 2016, Roman Chetverikov acquired AA Economy Transmission Specialists, LLC, in its entirety from Andrea Chauncey; and

WHEREAS, the Assignor desires to assign to Assignee all of the Assignor's rights and obligations, title, and interest in the Lease, and Assignee desires to accept such assignment and assume the rights and obligations, title, and interest of the Assignor under the Lease, subject to the conditions hereinafter set forth; and

WHEREAS, the Lease provides that Lessee shall not assign, sell, transfer or otherwise dispose of the Lease nor any rights thereunder, nor sublet all or any of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Subject to consent of this Assignment by Lessor, the Assignor hereby completely and irrevocably assigns and transfers to the Assignee as of the date thereof, all of its right, title and interest in and to the Lease.

2. Assumption. Subject to consent of this Assignment by Lessor, the Assignee hereby accepts such assignment and hereby assumes all of the rights, duties and obligations of the Assignor under the Lease, and shall make all payments and keep and perform all conditions and covenants of the Lease in the same manner as if the Assignee was the original lessee thereunder.

3. Indemnification. The Assignee (a) has read and understands the terms of the Lease; (b) has received and reviewed a copy of the Estoppel Certificate of AA Economy Transmission Specialists, LLC, dated March 14, 2012, attached hereto as Exhibit "C"; and (c) has inspected the Property and shall indemnify the Assignor against and will hold the Assignor harmless from any loss, liability, and expense (including attorneys' fees and court costs) arising out of the Lease, including but not limited any breach by the Assignee of its agreements contained in this Assignment.

4. Acceptance of Property. The Assignee acknowledges that it has examined and inspected the Property and accepts the Property in "as is" condition. The Assignee further irrevocably acknowledges that the Assignor has not made and does not make any representations or warranties regarding the physical condition of the Property and that there are no warranties, either expressed or implied, regarding the condition of the Property.

5. Consent of Lessor. This Assignment is subject to written consent by County (the "Consent"). The Effective Date of this Assignment shall be the date of such Consent. This Assignment shall be void if Consent is not given.

6. Further Assurances. The parties shall, upon written request, execute, acknowledge, and deliver such other documents and documents and take such further action as may be reasonably necessary to carry out the intent of this Assignment.

7. Binding Effect and Benefit. The Assignee hereby agrees and acknowledges that Assignee was given ample opportunity to review and consider this Assignment and to consult with attorneys, advisors and consultants regarding this Assignment and the Lease. Assignee further acknowledges that if he elects not to consult with attorneys, advisors and consultants regarding this Assignment and the Lease, such election shall release the Assignor from any liability for such election whatsoever. This Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

8. Release. The Assignee and the Assignor each agree that upon execution of this Assignment, the Assignor shall be fully and completely released from any and all of its obligations, liabilities and duties in any manner related to the Lease, including without limitation, the obligation to pay Base Rent and Additional Payments under the Lease.

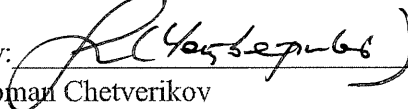
9. Venue. The performance of this Agreement shall be governed under the laws of the State of Florida with further specific choice to the courts located in Palm Beach County.

10. Final Agreement. The Assignor and Assignee hereby agree that upon written consent by Lessor, this Agreement shall be final and irrevocable and legally binding upon both Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

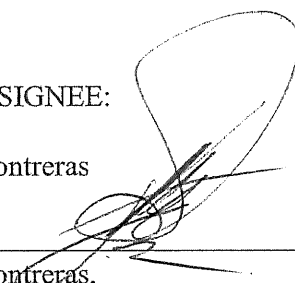
ASSIGNOR:

AA Economy Transmission Specialists, LLC

By: 
Roman Chetverikov
Managing Member

ASSIGNEE:

Victor Contreras

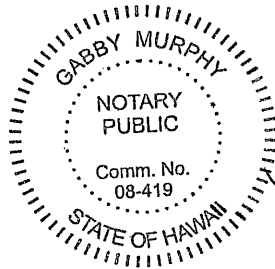
By: 
Victor Contreras,
Individually

ACKNOWLEDGMENT

STATE OF HAWAII)
CITY AND) ss
COUNTY OF HONOLULU)

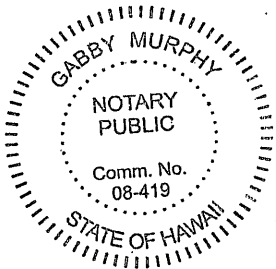
On this 1st day of February, 2017, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person Roman Chetverikov, the Managing Member of AA ECONOMY TRANSMISSION SPECIALISTS, LLC, a Florida Limited Liability Company, to me personally known or who has produced Passport (EX 305024) as identification and who stated that he was duly authorized in his capacity to execute the foregoing instrument, and further stated and acknowledged that he had so signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the date first above written.



Gabby Murphy
Notary Public

My commission expires: 09.21.2020



Doc. Date: 2/1/2017 # Pages: 4
Notary Name: GABBY MURPHY First Circuit
Doc. Description: Assignment of the Lease

Gabby Murphy 2/1/17
Notary Signature Date

Gabby Murphy
Notary Public, State of Hawaii
My Commission Expires:
September 21, 2020

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss
COUNTY OF Palm Beach)

On this 6 day of Feb, 2017, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person VICTOR CONTRERAS, to me personally known or who has produced FDL#C536-867-67-031-0 as identification and who stated that he was duly authorized in his capacity to execute the foregoing instrument, and further stated and acknowledged that he had so signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the date first above written.

Martha K. Laverghetta
Notary Public

My commission expires: _____

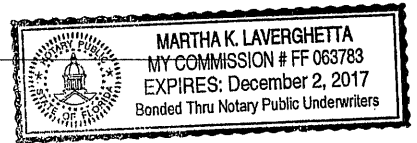


EXHIBIT "A"

THE LEASE

LEASE

THIS LEASE made and entered into as of the 15th day of October, 2009 by and between Annie Holdings, LLC ("Lessor"), whose address is 5 Butler Road, Scarsdale, NY 10583 and AA Economy Transmission Specialists, LLC ("Lessee") whose address is 325 N. Military Trail, West Palm Beach, FL 33415.

WITNESSETH:

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain real property situated in Palm Beach County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth.

1. PREMISES. The real property hereby leased by Lessor to Lessee is Bay 9 (the "Premises"), shown on the sketch attached hereto as Exhibit A-1 of the building (the "Building"), shown on the photo attached hereto as Exhibit A-2, at 325 N. Military Trail, West Palm Beach, FL 33415 (the "Property") Lessor warrants that the area of the Premises is no less than 4,489 square feet.

2. TERM. The term of this Lease shall commence on October 15, 2009 (the "Commencement Date") and shall extend to midnight of October 31, 2012. (the "Expiration Date") for a period of three years, sixteen days.

3. USE. Lessee, its successors and assigns, shall use the Premises exclusively as an automobile transmission installation and repair and general auto repair shop, and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities respecting the use of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises which would make void or voidable any policy of fire, extended coverage, liability, flood or windstorm insurance covering the Premises or Building.

4. RENT.

4.1 Base Rent:

Annual Base Rent ("Base Rent") for the Premises during the lease term shall be payable by Lessee to Lessor without demand, set-off or deduction whatsoever on the first day of each calendar month during the term in monthly installments as follows:

Lease year	Annual Base Rent	Monthly Installment
10/15/2009-10/31/2010	\$32,400.00	\$2,700.00
11/1/2010-10/31/2011	\$33,390.00	\$2,783.00
11/1/2011-10/31/2012	\$34,392.00	\$2,866.00

Lessor's Initials FRW
Lessee's Initials AAC

Except that Lessee shall not be obligated to pay Base Rent for the period October 15, 2009 through December 31, 2009. Lessee shall pay the installment of base rent (plus estimated Common Operating Expense plus sales tax) due for the period January 1, 2010 through January 31, 2010 upon execution of this lease. Lessee's next payment of Base Rent shall, therefore be due February 1, 2010.

4.2 *Tenant's Share of Common Operating Expenses:*

Lessee shall pay as additional rent 52% of the Common Operating Expenses, as defined below, of the Lessor's property at 325 N. Military Trail.

For each lease year during the Lease Term, Lessor shall, in advance, reasonably estimate for each such year the total amount of the Common Operating Expenses for such lease year. One-twelfth (1/12) of 52% the total estimated amount of Common Operating Expenses shall be paid by Lessee each month in addition to the Base Rent.

On or before the first day of the third month following the end of each lease year for which the Lessor has estimated Common Operating Expenses, Lessor shall provide Lessee with the amount of the actual Common Operating Expenses for the lease year just past, and a reasonable breakdown of the items included in it, together with an invoice for any underpayment of Increased Operating Expense Amount (to be paid within 30 days following receipt of the invoice) or a credit to Lessee against Base Rent to reimburse Lessee for any overpayment of Common Operating Expense.

The term "Common Operating Expense" for the purposes of this Lease shall mean the following:

1. Ad valorem real estate taxes for the entire property on which the building is located.
2. Electricity costs for exterior lighting not metered to an individual unit.
3. Septic system maintenance
4. Well pump maintenance
5. Water and sewer charges to the Property in the event municipal water and sewer is provided to the premises.
6. Maintenance and painting (striping) of the parking area.
7. Landscape maintenance.
8. Insurance against damage to the building containing the premises, including insurance for fire, windstorm, flood and other casualty.
9. Liability insurance covering the premises.

Capital Improvements to the Building or Property shall not be Common Operating Expenses.

4.3 *Sales Tax and Late Payment fee.*

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent received after the tenth (10th) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason.

4.4 *Time and Place of Payment*

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1st) day of each calendar month of the term made payable to Annie Holdings, LLC, at 5 Butler Road, Scarsdale, NY 10583 or at such other place Lessor may from time to time designate in writing.

5. QUIET ENJOYMENT. Lessor covenants that as long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

6. SIGNS. Lessee shall have the exclusive use of the southerly sign stanchion located on the Property. Cost of acquisition, installation, repair and maintenance of any sign placed upon such stanchion shall be at the expense of Lessee and the cost of illumination of such sign shall be borne by Lessee. No sign shall be placed upon such stanchion and no sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld.

7. UTILITIES. During the term of this lease, Lessee shall pay all costs for electricity services directly serving the premises and the sign referenced in paragraph 6. Water and sewer are currently furnished through well and septic tank and the costs thereof are Common Operating Expenses. Should municipal water and/or sewer service be provided to the premises during the term of this lease, Lessee shall pay the costs of water and sewer service directly metered to the premises. Lessee shall pay for the costs of trash collection services furnished to the Premises.

8. ASSIGNMENT. Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

9. REPAIRS AND MAINTENANCE. Lessee has inspected the Premises and accepts them in their "as is" condition except as set forth herein. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as herein specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall maintain the HVAC unit serving the premises in good order and repair. Lessor shall maintain the parking area as a Common Operating Expense, however, Lessor shall, not later than November 15, 2009, repair the potholes existing in the parking area at the commencement of this Lease at Lessor's sole expense. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers.

Lessee shall service, keep and maintain the interior of the Premises, including all plumbing, wiring, piping, and fixtures and equipment on the interior of the Premises in

good repair during the entire term of this Lease. Lessee agrees to make repairs promptly as they may be needed at its own expense, and at the end of the term or upon termination of this Lease, Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear excepted, and in a broom-clean condition with all glass and all windows and doors intact.

It is Lessee's responsibility to purchase insurance for Lessee's property placed within the premises. Lessor shall not be liable for any loss or damage to Lessee's personal property in the Premises even though caused by the negligence of Lessor, or its agents, employees or persons under Lessor's control or direction.

Lessee shall maintain the interior and exterior windows in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion.

Water service to the Premises and the adjacent leased bay in the Building is provided by well. The well pump is located within the Premises. Lessee shall allow access to the Premises for any necessary maintenance, repair or replacement of the pump system servicing the well.

10. ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT. Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee including electric lighting fixtures installed by Lessee, unless removed without damage to the Premises prior to the Expiration Date, shall remain a part of the Premises as the property of Lessor.

11. CASUALTY. In the event the Premises are rendered untenable by fire or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within thirty (30) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within a reasonable time not to exceed 90 days after Lessor's notice of election. In the event the premises are not restored within that period, Lessee shall have the option to terminate this lease, provided notice of termination is given within 15 days after the expiration of the restoration period. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or portion of the Premises are actually untenable. In the event Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

12. PARKING AREAS. In addition to the Premises, Lessee shall have the right to non-exclusive use, in common with Lessor, other Lessees, and the guests, employees and invitees of same of any parking facilities, walkways, loading areas, trash disposal areas, as are appurtenant to the Building.

a) *Lessor's Interest Not Subject to Liens.* The Lessee shall have no authority, express or implied to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interests of Lessor in the Premises, the Building or the Property including those who may furnish materials or perform labor for any construction or repairs. No one furnishing labor or materials to or for Lessee's account shall be entitled to claim any lien against the interest of Lessor and such entities shall look solely to Lessee and Lessee's leasehold interest under this lease for the satisfaction of any such claims.

b) Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within thirty (30) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

14. INSPECTION AND REPAIR. Lessor or its representatives shall have the right at any reasonable time, upon twenty-four (24) hours notice (except in the case of emergency when no prior notice shall be required) to enter the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest. The right of Lessor to enter, repair or do anything else to protect its obligations or enlarge Lessor's obligations under this Lease, or affect any right of Lessor, or create any duty or liability of Lessor to Lessee or any third party.

15. WAIVER OR ESTOPPEL. The failure of Lessor or Lessee to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

16. CONDEMNATION. Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as

may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty. Upon condemnation of a portion of the Premises, this Lease and Lessee's obligations hereunder shall terminate as to such space.

17. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed at the addresses set forth in the first paragraph of this Lease. By giving at least five (5) days' prior written notice to the other party, either party may change its address for notices hereunder.

18. **INSURANCE.** Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one person from any one accident. Each policy of insurance shall name as the insured thereunder Lessor and Lessee. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to Lessor, Lessor may obtain such insurance and the premiums therefore shall be deemed to be, and shall be paid as, Additional Rent at the next rent payment day.

19. **DEPOSITS AND ADVANCE RENT.** Upon execution of this lease, Lessee will pay Lessor the Base Rent installment of \$2,700.00, plus estimated Common Operating Expense of \$1,335.00 plus sales tax of \$262.28 as an advance toward the Base Rent, Common Operating Expense and Sales Tax for the period January 1, 2010 through January 31, 2010 and the Base Rent installment of \$2,866.00 plus estimated Common Operating Expense of \$1335.00 plus estimated sales tax of \$273.00 as an advance toward the Base Rent, Common Operating Expense and Sales Tax for October, 2012. In addition, Lessee will deposit with Lessor the sum of \$3,000.00 as security for the faithful performance of Lessee's obligations hereunder. Accordingly, the total sum of advance rents and security deposit to be paid by Lessor upon execution of this lease equals \$11,771.28. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, after written notice and opportunity to cure as set forth elsewhere herein, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to

Lessor's Initials FRW
Lessee's Initials AC

Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

20. REAL ESTATE TAXES. Lessor will pay, in the first instance and before November 30 of each year, all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the demised premises.

21. DEFAULT. In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and shall fail to cure such default within ten (10) days after written notice of default from Lessor, Lessor shall, in addition to any other rights provided by law, have the option to:

Sue for rents as they come due; or

Accelerate and declare all rents for the remainder of the lease term immediately due and payable and retake possession of the Premises for the account of Lessee, crediting Lessee with any rent received on re-leasing the Premises, less; all costs and expenses of Lessor in connection with such re-leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Terminate this lease, retake possession of the Premises for its own account and recover immediately from Lessee the difference between the rent for which provisions is made in this Lease and the fair rental value of the Premises for the remainder of the lease term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Retake possession of the Premises for the account of Lessee and recover from Lessee, at the end of the lease term or at the time each payment of rent becomes due under this Lease, as Lessor may elect, the difference between the rent for which provisions are made in this Lease and the rent received on any releasing, together with all costs and expenses of Lessor in connection with such re-

leasing or rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent.

In the event the Lessee holds over after the expiration of the Lease Term or after Lessor has become entitled to possession of the premises as a result of the default of the Lessee, the Lessee shall pay to the Lessor, each month, double the amount of total Rents which were payable by the Lessee the month prior to the Landlord becoming entitled to possession.

The remedies for which provision is made in this Lease shall not be exclusive; in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any default by Lessee.

22. BROKERAGE. Lessee and Lessor acknowledge that they have not dealt, consulted or negotiated with any real estate broker, sales person or agent except Corcoran Group, who is entitled, by separate agreement, to receive a commission from the Lessor. Lessor agrees to pay that commission and indemnifies Lessee against any claim arising out of that separate agreement. Each party hereby indemnifies and agrees to hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that the indemnifying party has dealt or negotiated with any other real estate broker, sales person or agent in connection with this Lease.

23. ATTORNEYS' FEES. In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay Lessor's reasonable attorneys' fees, whether or not litigation is commenced.

24. SUBORDINATION AND ESTOPPEL. This lease is and shall be subject and subordinate to any and all mortgages that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, conditioned upon non-disturbance of the Lessee's possession under this lease. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may reasonably request.

From time to time, Lessee, on at least five (5) days prior written request by Lessor, will deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the

and any other charges have been paid and stating whether or not the Lessor is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

25. HAZARDOUS SUBSTANCES. Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease.

Lessor shall hold Lessee harmless from any violation of Lessor's obligations resulting from Palm Beach County DERM Report dated September 13, 1991 and Palm Beach County Health Department Report under file number 50Q1 917508, provided such violations are not caused by Lessee.

27. OPTIONS TO RENEW. Provided that Lessee is not in default of any obligation under this lease at the time of exercise, Lessee shall have the option to renew this lease upon the following terms and conditions:

a) Lessee shall have the option to renew this lease for the period October 1, 2012 through September 30, 2015. Such option must be exercised by written notice to Lessor before May 1, 2012 or such option and all other options shall terminate. If such option is exercised, the Base Rent during this renewal period shall be as follows:

10/2012-9/2013	\$36,112.00/year	\$3,009.00/month
10/2013-9/2014	\$37,918.00/year	\$3,160.00/month
10/2014-9/2014	\$39,814.00/year	\$3,318.00/month

Lessor's Initials FRW
 Lessee's Initials AC

Other than the Base Rent set forth above, all other terms and conditions of this Lease shall apply during this renewal period.

b) Provided Lessee has exercised the option described in subparagraph a) above and is not in default of any obligation under this Lease, Lessee shall have the option to renew this lease for the period October 1, 2015 through September 30, 2018. The Base Rent for the year October 1, 2015 through September 30, 2016 shall be at the fair market rent on October 1, 2015 for property similar to the Property. Should the parties be unable to agree on a market rent, each party shall designate an acceptable market rent. Should the acceptable market rents differ by 5% or less, then the Base Rent for that year shall be the average of the two acceptable market rents. Should the acceptable market rents differ by more than 5%, then each party shall designate a Florida licensed real estate broker or attorney. These designees shall together designate a single licensed real estate appraiser who shall determine the market rent. However, in no event shall the Base Rent for the October 1, 2015 through September 30, 2016 be less than \$3,477.00 per month.

The Base Rent for each succeeding lease year of this renewal term shall be 5% greater than the Base Rent for the year preceding it.

Other than the provisions for Base Rent, all other terms and conditions of this Lease shall apply during this renewal period.

28. ENTIRE AGREEMENT. Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages herein shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Should any clause or provision of this Lease be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Lease will not be affected thereby. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. This Lease shall be construed in accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

29. LESSOR'S WARRANTIES. Lessor warrants that:

a) The Premises are properly zoned to accommodate Lessee's usage as an automobile transmission installation and repair and general auto repair facility, including outdoor vehicle storage.

b) There are no present municipal code violations or open permits relative to the premises or to the property owner.

c) Lessor shall, provided such insurance is available in the market where the Premises are located, maintain wind and general casualty insurance covering the Building of which the Premises are a part in the amount of the full insurable value thereof and shall provide evidence thereof to Lessee. The cost of such insurance shall be a Common Operating Expense.

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

31. This lease may be signed by the parties in counterparts which when taken together shall constitute a single document. For the purpose of this Lease, fax or email signatures shall be valid for all purposes.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
[Signature]
Witness
Date: 10/22/09

LESSOR: ANNIE HOLDINGS, L.L.C.

By: Florie R. Wachtenheim
Florie R. Wachtenheim
Printed Name

Its: Co-Manager, Annie Holdings, LLC
Title

LESSEE: AA ECONOMY TRANSMISSION
SPECIALISTS, L.L.C

[Signature]
Witness
[Signature]
Witness
Date: 10/16/09

By: Andrea Chaurney, its
Andrea Chaurney
Printed Name
Its: Managing Member
Title

EXHIBIT "B"

THE LEASE ASSIGNMENT

LEASE ASSIGNMENT

THIS ASSIGNMENT is made effective as of March 14, 2015, by and between Annie Holdings, LLC, a Florida limited liability company (“Assignor”) and Palm Beach County, a political subdivision of the State of Florida (“County”).

RECITALS

A. Assignor is the Lessee pursuant to that certain Lease dated October 1, 2009, by and between Annie Holdings, as lessor, and AA Economy Transmission Specialists, LLC, as Lessee, (“AA Transmission”). A true and correct copy of the lease is attached hereto as Exhibit “B” (the “AA Transmission Lease”); and

B. Under the terms of the AA Transmission Lease, Assignor may assign, transfer and convey its rights under the AA Transmission Lease, incident to any sale of the building, in which the demised premises are located; and

C. Assignor, as “Seller”, and County, as “Purchaser” have entered into that certain Agreement for Purchase and Sale dated September 13, 2011(R2011-1441) for the purchase and sale of the Property, on which the building and demised premises are located; and

D. Assignor desires to assign to County, and County desires to accept and assume all of Assignor’s duties, obligations, interest and benefits in and to the AA Transmission Lease, in connection with the terms and conditions set forth in the AA Transmission Lease.

NOW, THEREFORE, for valid consideration, the sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Assignor hereby irrevocably conveys, transfers and assigns to County (the "Assignment"), all of Assignor's right, title and interest in and to the AA Transmission Lease and all benefits arising thereunder or therefrom, such Assignment to take effect on the Assignment Date (as herein defined). County hereby expressly assumes all of Assignor's duties and present and future liabilities and obligations in and to the AA Transmission Lease arising subsequent to the Assignment Date

2. Each party hereto agrees that it shall execute or cause to be executed promptly after request by the other such documents or instruments as may be reasonably required in connection with the assignment of the AA Transmission Lease by Assignor.

3. The "Assignment Date" shall be the date on which title to Property is transferred by deed from Assignor to County.

4. Assignor represents and warrants to County that it has all necessary organizational power and authority to execute and perform its obligations under this Assignment; the signing and performance by Assignor of this Assignment have been duly authorized by all necessary action on its part; and this Assignment has been duly and validly signed by Assignor and constitutes legal, valid and binding obligation, enforceable in accordance with its terms.

5. This Assignment may be amended or modified only by an instrument in writing signed by all pertinent parties.

6. This Assignment may be executed in counterparts.

7. This Assignment contains the complete agreement between the parties with respect to the matters contained herein and supersedes all other agreements, whether written or oral, with respect to the matters contained herein.

8. Assignor hereby warrants and represents to County that the AA Transmission Lease, which is incorporated herein by reference, is in full force and effect and enforceable according to the terms of the AA Transmission Lease, including all representations and warranties made by Assignor with respect to the matters contained therein.

9. This Assignment may be executed in counterparts, all of which shall be deemed the complete Assignment, and may be transmitted by facsimile wherein such facsimile transmission shall be deemed an original.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered
in the presence of:

As to Seller:

Judith Luskin
Witness Signature

Judith Luskin
Print Witness Name

Robert Wachtenheim
Witness Signature

Robert Wachtenheim
Print Witness Name

Date of Execution by Assignor:

12/14, 20 11

"Assignor"

Annie Holdings, LLC

By: Florence R. Wachtenheim
Signature

Florence R. Wachtenheim
Print Signatory's Name

Its: Manager

Date of Execution by County:

March 14, 2012

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: [Signature]
Deputy Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: [Signature]
~~Karen Marotta~~, Chair Shelley Vana
Priscilla A. Taylor

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director

EXHIBIT "A"

THE PROPERTY

LEGAL DESCRIPTION

Lots, 13, 14, 15 and 16, LESS and EXCEPT the East 10 feet of Lots 14 and 15, HARTLEY PARK, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, Page 59.

EXHIBIT "B"

THE AA TRANSMISSION LEASE

LEASE

THIS LEASE made and entered into as of the 16th (day of October, 2009 by and between Annie Holdings, LLC ("Lessor"), whose address is 5 Butler Road, Scarsdale, NY 10583 and AA Economy Transmission Specialists, LLC ("Lessee") whose address is 325 N. Military Trail, West Palm Beach, FL 33415.

WITNESSETH:

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain real property situated in Palm Beach County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth.

1. **PREMISES.** The real property hereby leased by Lessor to Lessee is Bay 9 (the "Premises"), shown on the sketch attached hereto as Exhibit A-1 of the building (the "Building"), shown on the photo attached hereto as Exhibit A-2, at 325 N. Military Trail, West Palm Beach, FL 33415 (the "Property") Lessor warrants that the area of the Premises is no less than 4,489 square feet.

2. **TERM.** The term of this Lease shall commence on October 15, 2009 (the "Commencement Date") and shall extend to midnight of October 31, 2012. (the "Expiration Date") for a period of three years, sixteen days.

3. **USE.** Lessee, its successors and assigns, shall use the Premises exclusively as an automobile transmission installation and repair and general auto repair shop, and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities respecting the use of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises which would make void or voidable any policy of fire, extended coverage, liability, flood or windstorm insurance covering the Premises or Building.

4. **RENT.**

4.1 **Base Rent:**

Annual Base Rent ("Base Rent") for the Premises during the lease term shall be payable by Lessee to Lessor without demand, set-off or deduction whatsoever on the first day of each calendar month during the term in monthly installments as follows:

Lease year	Annual Base Rent	Monthly Installment
10/15/2009-10/31/2010	\$32,400.00	\$2,700.00
11/1/2010-10/31/2011	\$33,390.00	\$2,783.00
11/1/2011-10/31/2012	\$34,392.00	\$2,866.00

Lessor's Initials FRW
Lessee's Initials A.C.

Except that Lessee shall not be obligated to pay Base Rent for the period October 15, 2009 through December 31, 2009. Lessee shall pay the installment of base rent (plus estimated Common Operating Expense plus sales tax) due for the period January 1, 2010 through January 31, 2010 upon execution of this lease. Lessee's next payment of Base Rent shall, therefore be due February 1, 2010.

4.2 *Tenant's Share of Common Operating Expenses:*

Lessee shall pay as additional rent 52% of the Common Operating Expenses, as defined below, of the Lessor's property at 325 N. Military Trail.

For each lease year during the Lease Term, Lessor shall, in advance, reasonably estimate for each such year the total amount of the Common Operating Expenses for such lease year. One-twelfth (1/12) of 52% the total estimated amount of Common Operating Expenses shall be paid by Lessee each month in addition to the Base Rent.

On or before the first day of the third month following the end of each lease year for which the Lessor has estimated Common Operating Expenses, Lessor shall provide Lessee with the amount of the actual Common Operating Expenses for the lease year just past, and a reasonable breakdown of the items included in it, together with an invoice for any underpayment of Increased Operating Expense Amount (to be paid within 30 days following receipt of the invoice) or a credit to Lessee against Base Rent to reimburse Lessee for any overpayment of Common Operating Expense.

The term "Common Operating Expense" for the purposes of this Lease shall mean the following:

1. Ad valorem real estate taxes for the entire property on which the building is located.
2. Electricity costs for exterior lighting not metered to an individual unit.
3. Septic system maintenance
4. Well pump maintenance
5. Water and sewer charges to the Property in the event municipal water and sewer is provided to the premises.
6. Maintenance and painting (striping) of the parking area.
7. Landscape maintenance.
8. Insurance against damage to the building containing the premises, including insurance for fire, windstorm, flood and other casualty.
9. Liability insurance covering the premises.

Capital Improvements to the Building or Property shall not be Common Operating Expenses.

4.3 *Sales Tax and Late Payment fee.*

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent received after the tenth (10th) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason.

4.4 *Time and Place of Payment*

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1st) day of each calendar month of the term made payable to Annie Holdings, LLC, at 5 Butler Road, Scarsdale, NY 10583 or at such other place Lessor may from time to time designate in writing.

5. **QUIET ENJOYMENT.** Lessor covenants that as long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

6. **SIGNS.** Lessee shall have the exclusive use of the southerly sign stanchion located on the Property. Cost of acquisition, installation, repair and maintenance of any sign placed upon such stanchion shall be at the expense of Lessee and the cost of illumination of such sign shall be borne by Lessee. No sign shall be placed upon such stanchion and no sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld.

7. **UTILITIES.** During the term of this lease, Lessee shall pay all costs for electricity services directly serving the premises and the sign referenced in paragraph 6. Water and sewer are currently furnished through well and septic tank and the costs thereof are Common Operating Expenses. Should municipal water and/or sewer service be provided to the premises during the term of this lease, Lessee shall pay the costs of water and sewer service directly metered to the premises. Lessee shall pay for the costs of trash collection services furnished to the Premises.

8. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

9. **REPAIRS AND MAINTENANCE.** Lessee has inspected the Premises and accepts them in their "as is" condition except as set forth herein. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as herein specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall maintain the HVAC unit serving the premises in good order and repair. Lessor shall maintain the parking area as a Common Operating Expense, however, Lessor shall, not later than November 15, 2009, repair the potholes existing in the parking area at the commencement of this Lease at Lessor's sole expense. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers.

Lessee shall service, keep and maintain the interior of the Premises, including all plumbing, wiring, piping, and fixtures and equipment on the interior of the Premises in

good repair during the entire term of this Lease. Lessee agrees to make repairs promptly as they may be needed at its own expense, and at the end of the term or upon termination of this Lease, Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear excepted, and in a broom-clean condition with all glass and all windows and doors intact.

It is Lessee's responsibility to purchase insurance for Lessee's property placed within the premises. Lessor shall not be liable for any loss or damage to Lessee's personal property in the Premises even though caused by the negligence of Lessor, or its agents, employees or persons under Lessor's control or direction.

Lessee shall maintain the interior and exterior windows in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion.

Water service to the Premises and the adjacent leased bay in the Building is provided by well. The well pump is located within the Premises. Lessee shall allow access to the Premises for any necessary maintenance, repair or replacement of the pump system servicing the well.

10. ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT. Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee including electric lighting fixtures installed by Lessee, unless removed without damage to the Premises prior to the Expiration Date, shall remain a part of the Premises as the property of Lessor.

11. CASUALTY. In the event the Premises are rendered untenable by fire or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within thirty (30) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within a reasonable time not to exceed 90 days after Lessor's notice of election. In the event the premises are not restored within that period, Lessee shall have the option to terminate this lease, provided notice of termination is given within 15 days after the expiration of the restoration period. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or portion of the Premises are actually untenable. In the event Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

12. PARKING AREAS. In addition to the Premises, Lessee shall have the right to non-exclusive use, in common with Lessor, other Lessees, and the guests, employees and invitees of same of any parking facilities, walkways, loading areas, trash disposal areas, as are appurtenant to the Building.

13. LIENS.

a) *Lessor's Interest Not Subject to Liens.* The Lessee shall have no authority, express or implied to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interests of Lessor in the Premises, the Building or the Property including those who may furnish materials or perform labor for any construction or repairs. No one furnishing labor or materials to or for Lessee's account shall be entitled to claim any lien against the interest of Lessor and such entities shall look solely to Lessee and Lessee's leasehold interest under this lease for the satisfaction of any such claims.

b) Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within thirty (30) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

14. INSPECTION AND REPAIR. Lessor or its representatives shall have the right at any reasonable time, upon twenty-four (24) hours notice (except in the case of emergency when no prior notice shall be required) to enter the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest. The right of Lessor to enter, repair or do anything else to protect its obligations or enlarge Lessor's obligations under this Lease, or affect any right of Lessor, or create any duty or liability of Lessor to Lessee or any third party.

15. WAIVER OR ESTOPPEL. The failure of Lessor or Lessee to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

16. CONDEMNATION. Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as

may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty. Upon condemnation of a portion of the Premises, this Lease and Lessee's obligations hereunder shall terminate as to such space.

17. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed at the addresses set forth in the first paragraph of this Lease. By giving at least five (5) days' prior written notice to the other party, either party may change its address for notices hereunder.

18. **INSURANCE.** Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one person from any one accident. Each policy of insurance shall name as the insured thereunder Lessor and Lessee. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to Lessor, Lessor may obtain such insurance and the premiums therefore shall be deemed to be, and shall be paid as, Additional Rent at the next rent payment day.

19. **DEPOSITS AND ADVANCE RENT.** Upon execution of this lease, Lessee will pay Lessor the Base Rent installment of \$2,700.00, plus estimated Common Operating Expense of \$1,335.00 plus sales tax of \$262.28 as an advance toward the Base Rent, Common Operating Expense and Sales Tax for the period January 1, 2010 through January 31, 2010 and the Base Rent installment of \$2,866.00 plus estimated Common Operating Expense of \$1,335.00 plus estimated sales tax of \$273.00 as an advance toward the Base Rent, Common Operating Expense and Sales Tax for October, 2012. In addition, Lessee will deposit with Lessor the sum of \$3,000.00 as security for the faithful performance of Lessee's obligations hereunder. Accordingly, the total sum of advance rents and security deposit to be paid by Lessor upon execution of this lease equals \$11,771.28. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, after written notice and opportunity to cure as set forth elsewhere herein, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to

Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

20. REAL ESTATE TAXES. Lessor will pay, in the first instance and before November 30 of each year, all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the demised premises.

21. DEFAULT. In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and shall fail to cure such default within ten (10) days after written notice of default from Lessor, Lessor shall, in addition to any other rights provided by law, have the option to:

Sue for rents as they come due; or

Accelerate and declare all rents for the remainder of the lease term immediately due and payable and retake possession of the Premises for the account of Lessee, crediting Lessee with any rent received on re-leasing the Premises, less; all costs and expenses of Lessor in connection with such re-leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Terminate this lease, retake possession of the Premises for its own account and recover immediately from Lessee the difference between the rent for which provisions is made in this Lease and the fair rental value of the Premises for the remainder of the lease term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Retake possession of the Premises for the account of Lessee and recover from Lessee, at the end of the lease term or at the time each payment of rent becomes due under this Lease, as Lessor may elect, the difference between the rent for which provisions are made in this Lease and the rent received on any releasing, together with all costs and expenses of Lessor in connection with such re-

leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent.

In the event the Lessee holds over after the expiration of the Lease Term or after Lessor has become entitled to possession of the premises as a result of the default of the Lessee, the Lessee shall pay to the Lessor, each month, double the amount of total Rents which were payable by the Lessee the month prior to the Landlord becoming entitled to possession.

The remedies for which provision is made in this Lease shall not be exclusive; in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any default by Lessee.

22. BROKERAGE. Lessee and Lessor acknowledge that they have not dealt, consulted or negotiated with any real estate broker, sales person or agent except Corcoran Group, who is entitled, by separate agreement, to receive a commission from the Lessor. Lessor agrees to pay that commission and indemnifies Lessee against any claim arising out of that separate agreement. Each party hereby indemnifies and agrees to hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that the indemnifying party has dealt or negotiated with any other real estate broker, sales person or agent in connection with this Lease.

23. ATTORNEYS' FEES. In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay Lessor's reasonable attorneys' fees, whether or not litigation is commenced.

24. SUBORDINATION AND ESTOPPEL. This lease is and shall be subject and subordinate to any and all mortgages that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, conditioned upon non-disturbance of the Lessee's possession under this lease. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may reasonably request.

From time to time, Lessee, on at least five (5) days prior written request by Lessor, will deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the

rent and other charges have been paid and stating whether or not the Lessor is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

25. HAZARDOUS SUBSTANCES. Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease.

Lessor shall hold Lessee harmless from any violation of Lessor's obligations resulting from Palm Beach County DERM Report dated September 13, 1991 and Palm Beach County Health Department Report under file number 50QF 917508, provided such violations are not caused by Lessee.

27. OPTIONS TO RENEW. Provided that Lessee is not in default of any obligation under this lease at the time of exercise, Lessee shall have the option to renew this lease upon the following terms and conditions:

a) Lessee shall have the option to renew this lease for the period October 1, 2012 through September 30, 2015. Such option must be exercised by written notice to Lessor before May 1, 2012 or such option and all other options shall terminate. If such option is exercised, the Base Rent during this renewal period shall be as follows:

10/2012-9/2013	\$36,112.00/year	\$3,009.00/month
10/2013-9/2014	\$37,918.00/year	\$3,160.00/month
10/2014-9/2014	\$39,814.00/year	\$3,318.00/month

Lessor's Initials FRW
Lessee's Initials A.C.

Other than the Base Rent set forth above, all other terms and conditions of this Lease shall apply during this renewal period.

b) Provided Lessee has exercised the option described in subparagraph a) above and is not in default of any obligation under this Lease, Lessee shall have the option to renew this lease for the period October 1, 2015 through September 30, 2018. The Base Rent for the year October 1, 2015 through September 30, 2016 shall be at the fair market rent on October 1, 2015 for property similar to the Property. Should the parties be unable to agree on a market rent, each party shall designate an acceptable market rent. Should the acceptable market rents differ by 5% or less, then the Base Rent for that year shall be the average of the two acceptable market rents. Should the acceptable market rents differ by more than 5%, then each party shall designate a Florida licensed real estate broker or attorney. These designees shall together designate a single licensed real estate appraiser who shall determine the market rent. However, in no event shall the Base Rent for the October 1, 2015 through September 30, 2016 be less than \$3,477.00 per month.

The Base Rent for each succeeding lease year of this renewal term shall be 5% greater than the Base Rent for the year preceding it.

Other than the provisions for Base Rent, all other terms and conditions of this Lease shall apply during this renewal period.

28. ENTIRE AGREEMENT. Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages herein shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Should any clause or provision of this Lease be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Lease will not be affected thereby. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. This Lease shall be construed in accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

29. LESSOR'S WARRANTIES. Lessor warrants that:

a) The Premises are properly zoned to accommodate Lessee's usage as an automobile transmission installation and repair and general auto repair facility, including outdoor vehicle storage.

b) There are no present municipal code violations or open permits relative to the premises or to the property owner.

c) Lessor shall, provided such insurance is available in the market where the Premises are located, maintain wind and general casualty insurance covering the Building of which the Premises are a part in the amount of the full insurable value thereof and shall provide evidence thereof to Lessee. The cost of such insurance shall be a Common Operating Expense.

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

31. This lease may be signed by the parties in counterparts which when taken together shall constitute a single document. For the purpose of this Lease, fax or email signatures shall be valid for all purposes.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness
Date: 10/22/09

LESSOR: ANNIE HOLDINGS, LLC.

By: Florie R. Wachtenheim

Florie R. Wachtenheim
Printed Name

Its: Co-Manager, Annie Holdings, LLC
Title

LESSEE: AA ECONOMY TRANSMISSION SPECIALISTS, LLC

[Signature]
Witness
[Signature]
Witness

By: Andrea Chauncey, it's Pies Mgr Member

Andrea Chauncey
Printed Name

Its: Managing Member
Title

Date: 10/16/09

Lessor's Initials FRW
Lessee's Initials AC

EXHIBIT "C"

ESTOPPEL CERTIFICATE OF AA ECONOMY TRANSMISSION SPECIALISTS, LLC

ESTOPPEL CERTIFICATE OF LEASE AGREEMENT BETWEEN
AA ECONOMY TRANSMISSION SPECIALISTS, LLC
AND
PALM BEACH COUNTY

The undersigned parties acknowledge and agree as follows:

1. AA Economy Transmission Specialists, LLC, a Florida limited liability company, is the lessee under that certain Lease Agreement dated October 15, 2009, by and between Palm Beach County ("County"), as lessor ("Lessor"), and AA Economy Transmission Specialists, LLC, as lessee ("AA Transmission"), which was assigned to County pursuant to that certain Lease Assignment dated March 14, 2012 (R2012-0625) attached hereto as Exhibit "A" (the "Assigned Lease"). Under the Assigned Lease, Lessor leases to Lessee, and Lessee leases from Lessor, certain demised premises located at 325 North Military Trail, West Palm Beach, Florida 33415 (the "Premises").

2. This estoppel certificate ("Certificate") is given by the parties in support of a pending Assignment of the Assigned Lease between AA Transmission and Victor Contreras (the "Assignment").

3. AA Transmission occupies and uses the Premises for automotive repairs, and for related automotive business, doing business as 325 Transmission & Auto Repair.

4. Attached hereto as Exhibit "A" is a full and complete copy of the Assigned Lease. The Lease is in full force and effect and has not been modified or amended in any respect. The term of the Assigned Lease commenced on October 15, 2009, and shall terminate and expire on October 31, 2018, unless sooner terminated as provided for in the Assigned Lease. There are no further renewal options or term extensions beyond October 31, 2018.

5. The following rental and additional payment amounts are due to Lessor/County on the first (1st) day of each month:

Item	Amount	Representing Payment For
a.	\$3,650.85	Base Monthly rental
b.	\$75.00	Payment for Landscape Maintenance
c.	Amount Varies	Payment for pro-rata portion of water bill
TOTAL	\$3,725.85	Total net rental amount due each month to Lessor plus pro-rata portion of water bill and sales tax, as applicable. Effective 1/1/17 Palm Beach County sales tax increases to seven percent (7%).

6. Rental and the additional payments listed in Section 5 above are paid monthly on the first (1st) day of each month to Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Monthly rental in the amount of \$3,725.85 was last paid on December 12, 2016, constituting rental paid through December 31, 2016.

7. Monthly utility charge for water and sewer are due to Lessor upon receipt of an invoice to the lessee for its pro-rata portion of the utility charge.

8. The current balance of security deposit held by Lessor under the Lease is \$3,000.00. No interest on the security deposit is due to the lessee. The security deposit will be retained by Lessor until the expiration or earlier termination of the Lease and, upon Lessor's consent to the Assignment, will be held on behalf of Victor Contreras, as lessee.

9. The current balance of Lessee's prepaid rent held by Lessor is \$4,474.00. No interest on

the prepaid rent is due to Lessee. The prepaid rent will be retained by Lessor until the expiration or earlier termination of the Lease and, upon Lessor's consent to the Assignment, will be held on behalf of Victor Contreras, as lessee.

10. No other prepayments have been made to Lessor except for the security deposit listed in Section 8 above, and prepaid rent listed in Section 9 above.

11. On November 1, 2017, the base rent to be paid to Lessor will increase five percent (5%), from \$3,650.85 per month to \$3,833.39 per month.

12. The undersigned signor on behalf of AA Transmission, represents that AA Economy Transmission Specialists, LLC, is the present holder of all of the Lessee's interest in the Lease, and AA Transmission is in exclusive possession of the Premises.

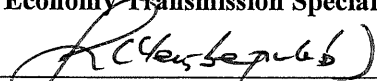
13. AA Transmission represents that it is in compliance with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations, including, but not limited to, environmental requirements and regulations, pertaining to the Premises.

14. AA Transmission represents that there are no current defaults under the Assigned Lease and no outstanding disputes between the undersigned and the Lessor or its agent and there are no defenses, setoffs, liens or counterclaims to the payment of annual base rent or additional rent by the undersigned against the Lessor.

15. There are no written or oral agreements between AA Transmission and the Lessor related to rental concessions, additional improvements or allowances for tenant improvements accomplished by the Lessee, and Lessor has made no representations or assurances concerning extension of the term of the Assigned Lease beyond October 31, 2018.

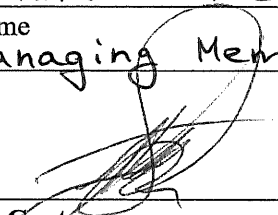
16. There are no subleases to the Assigned Lease. The Assigned Lease provides that the lessee shall not assign, sell, transfer or otherwise dispose of the lease, nor any rights thereunder, nor sublet all or any of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

AA Economy Transmission Specialists, LLC

By: 

Signature
ROMAN CHETVERIKOV

Printed Name
its **Managing Member**



Victor Contreras

EXHIBIT "A"
THE ASSIGNED LEASE

LEASE

THIS LEASE made and entered into as of the 16th day of October, 2009 by and between Annie Holdings, LLC ("Lessor"), whose address is 5 Butler Road, Scarsdale, NY 10583 and AA Economy Transmission Specialists, LLC ("Lessee") whose address is 325 N. Military Trail, West Palm Beach, FL 33415.

WITNESSETH:

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain real property situated in Palm Beach County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth.

1. **PREMISES.** The real property hereby leased by Lessor to Lessee is Bay 9 (the "Premises"), shown on the sketch attached hereto as Exhibit A-1 of the building (the "Building"), shown on the photo attached hereto as Exhibit A-2, at 325 N. Military Trail, West Palm Beach, FL 33415 (the "Property") Lessor warrants that the area of the Premises is no less than 4,489 square feet.

2. **TERM.** The term of this Lease shall commence on October 15, 2009 (the "Commencement Date") and shall extend to midnight of October 31, 2012. (the "Expiration Date") for a period of three years, sixteen days.

3. **USE.** Lessee, its successors and assigns, shall use the Premises exclusively as an automobile transmission installation and repair and general auto repair shop, and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities respecting the use of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises which would make void or voidable any policy of fire, extended coverage, liability, flood or windstorm insurance covering the Premises or Building.

4. **RENT.**

4.1 **Base Rent:**

Annual Base Rent ("Base Rent") for the Premises during the lease term shall be payable by Lessee to Lessor without demand, set-off or deduction whatsoever on the first day of each calendar month during the term in monthly installments as follows:

Lease year	Annual Base Rent	Monthly Installment
10/15/2009-10/31/2010	\$32,400.00	\$2,700.00
11/1/2010-10/31/2011	\$33,390.00	\$2,783.00
11/1/2011-10/31/2012	\$34,392.00	\$2,866.00

Lessor's Initials FRW
Lessee's Initials AAC

Except that Lessee shall not be obligated to pay Base Rent for the period October 15, 2009 through December 31, 2009. Lessee shall pay the installment of base rent (plus estimated Common Operating Expense plus sales tax) due for the period January 1, 2010 through January 31, 2010 upon execution of this lease. Lessee's next payment of Base Rent shall, therefore be due February 1, 2010.

4.2 *Tenant's Share of Common Operating Expenses:*

Lessee shall pay as additional rent 52% of the Common Operating Expenses, as defined below, of the Lessor's property at 325 N. Military Trail.

For each lease year during the Lease Term, Lessor shall, in advance, reasonably estimate for each such year the total amount of the Common Operating Expenses for such lease year. One-twelfth (1/12) of 52% the total estimated amount of Common Operating Expenses shall be paid by Lessee each month in addition to the Base Rent.

On or before the first day of the third month following the end of each lease year for which the Lessor has estimated Common Operating Expenses, Lessor shall provide Lessee with the amount of the actual Common Operating Expenses for the lease year just past, and a reasonable breakdown of the items included in it, together with an invoice for any underpayment of Increased Operating Expense Amount (to be paid within 30 days following receipt of the invoice) or a credit to Lessee against Base Rent to reimburse Lessee for any overpayment of Common Operating Expense.

The term "Common Operating Expense" for the purposes of this Lease shall mean the following:

1. Ad valorem real estate taxes for the entire property on which the building is located.
2. Electricity costs for exterior lighting not metered to an individual unit.
3. Septic system maintenance
4. Well pump maintenance
5. Water and sewer charges to the Property in the event municipal water and sewer is provided to the premises.
6. Maintenance and painting (striping) of the parking area.
7. Landscape maintenance.
8. Insurance against damage to the building containing the premises, including insurance for fire, windstorm, flood and other casualty.
9. Liability insurance covering the premises.

Capital Improvements to the Building or Property shall not be Common Operating Expenses.

4.3 *Sales Tax and Late Payment fee.*

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent received after the tenth (10th) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason.

4.4 *Time and Place of Payment*

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1st) day of each calendar month of the term made payable to Annie Holdings, LLC, at 5 Butler Road, Scarsdale, NY 10583 or at such other place Lessor may from time to time designate in writing.

5. **QUIET ENJOYMENT.** Lessor covenants that as long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

6. **SIGNS.** Lessee shall have the exclusive use of the southerly sign stanchion located on the Property. Cost of acquisition, installation, repair and maintenance of any sign placed upon such stanchion shall be at the expense of Lessee and the cost of illumination of such sign shall be borne by Lessee. No sign shall be placed upon such stanchion and no sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld.

7. **UTILITIES.** During the term of this lease, Lessee shall pay all costs for electricity services directly serving the premises and the sign referenced in paragraph 6. Water and sewer are currently furnished through well and septic tank and the costs thereof are Common Operating Expenses. Should municipal water and/or sewer service be provided to the premises during the term of this lease, Lessee shall pay the costs of water and sewer service directly metered to the premises. Lessee shall pay for the costs of trash collection services furnished to the Premises.

8. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

9. **REPAIRS AND MAINTENANCE.** Lessee has inspected the Premises and accepts them in their "as is" condition except as set forth herein. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as herein specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall maintain the HVAC unit serving the premises in good order and repair. Lessor shall maintain the parking area as a Common Operating Expense, however, Lessor shall, not later than November 15, 2009, repair the potholes existing in the parking area at the commencement of this Lease at Lessor's sole expense. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers.

Lessee shall service, keep and maintain the interior of the Premises, including all plumbing, wiring, piping, and fixtures and equipment on the interior of the Premises in

good repair during the entire term of this Lease. Lessee agrees to make repairs promptly as they may be needed at its own expense, and at the end of the term or upon termination of this Lease, Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear excepted, and in a broom-clean condition with all glass and all windows and doors intact.

It is Lessee's responsibility to purchase insurance for Lessee's property placed within the premises. Lessor shall not be liable for any loss or damage to Lessee's personal property in the Premises even though caused by the negligence of Lessor, or its agents, employees or persons under Lessor's control or direction.

Lessee shall maintain the interior and exterior windows in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion.

Water service to the Premises and the adjacent leased bay in the Building is provided by well. The well pump is located within the Premises. Lessee shall allow access to the Premises for any necessary maintenance, repair or replacement of the pump system servicing the well.

10. ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT. Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee including electric lighting fixtures installed by Lessee, unless removed without damage to the Premises prior to the Expiration Date, shall remain a part of the Premises as the property of Lessor.

11. CASUALTY. In the event the Premises are rendered untenable by fire or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within thirty (30) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within a reasonable time not to exceed 90 days after Lessor's notice of election. In the event the premises are not restored within that period, Lessee shall have the option to terminate this lease, provided notice of termination is given within 15 days after the expiration of the restoration period. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or portion of the Premises are actually untenable. In the event Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

12. PARKING AREAS. In addition to the Premises, Lessee shall have the right to non-exclusive use, in common with Lessor, other Lessees, and the guests, employees and invitees of same of any parking facilities, walkways, loading areas, trash disposal areas, as are appurtenant to the Building.

13. LIENS.

a) *Lessor's Interest Not Subject to Liens.* The Lessee shall have no authority, express or implied to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interests of Lessor in the Premises, the Building or the Property including those who may furnish materials or perform labor for any construction or repairs. No one furnishing labor or materials to or for Lessee's account shall be entitled to claim any lien against the interest of Lessor and such entities shall look solely to Lessee and Lessee's leasehold interest under this lease for the satisfaction of any such claims.

b) Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within thirty (30) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

14. INSPECTION AND REPAIR. Lessor or its representatives shall have the right at any reasonable time, upon twenty-four (24) hours notice (except in the case of emergency when no prior notice shall be required) to enter the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest. The right of Lessor to enter, repair or do anything else to protect its obligations or enlarge Lessor's obligations under this Lease, or affect any right of Lessor, or create any duty or liability of Lessor to Lessee or any third party.

15. WAIVER OR ESTOPPEL. The failure of Lessor or Lessee to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

16. CONDEMNATION. Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as

may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty. Upon condemnation of a portion of the Premises, this Lease and Lessee's obligations hereunder shall terminate as to such space.

17. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed at the addresses set forth in the first paragraph of this Lease. By giving at least five (5) days' prior written notice to the other party, either party may change its address for notices hereunder.

18. **INSURANCE.** Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one person from any one accident. Each policy of insurance shall name as the insured thereunder Lessor and Lessee. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to Lessor, Lessor may obtain such insurance and the premiums therefor shall be deemed to be, and shall be paid as, Additional Rent at the next rent payment day.

19. **DEPOSITS AND ADVANCE RENT.** Upon execution of this lease, Lessee will pay Lessor the Base Rent installment of \$2,700.00, plus estimated Common Operating Expense of \$1,335.00 plus sales tax of \$262.28 as an advance toward the Base Rent, Common Operating Expense and Sales Tax for the period January 1, 2010 through January 31, 2010 and the Base Rent installment of \$2,866.00 plus estimated Common Operating Expense of \$1,335.00 plus estimated sales tax of \$273.00 as an advance toward the Base Rent, Common Operating Expense and Sales Tax for October, 2012. In addition, Lessee will deposit with Lessor the sum of \$3,000.00 as security for the faithful performance of Lessee's obligations hereunder. Accordingly, the total sum of advance rents and security deposit to be paid by Lessor upon execution of this lease equals \$11,771.28. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, after written notice and opportunity to cure as set forth elsewhere herein, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to

Lessor's Initials: FRW
Lessee's Initials: AC

Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

20. REAL ESTATE TAXES. Lessor will pay, in the first instance and before November 30 of each year, all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the demised premises.

21. DEFAULT. In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and shall fail to cure such default within ten (10) days after written notice of default from Lessor, Lessor shall, in addition to any other rights provided by law, have the option to:

Sue for rents as they come due; or

Accelerate and declare all rents for the remainder of the lease term immediately due and payable and retake possession of the Premises for the account of Lessee, crediting Lessee with any rent received on re-leasing the Premises, less; all costs and expenses of Lessor in connection with such re-leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Terminate this lease, retake possession of the Premises for its own account and recover immediately from Lessee the difference between the rent for which provisions is made in this Lease and the fair rental value of the Premises for the remainder of the lease term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Retake possession of the Premises for the account of Lessee and recover from Lessee, at the end of the lease term or at the time each payment of rent becomes due under this Lease, as Lessor may elect, the difference between the rent for which provisions are made in this Lease and the rent received on any releasing, together with all costs and expenses of Lessor in connection with such re-

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leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent.

In the event the Lessee holds over after the expiration of the Lease Term or after Lessor has become entitled to possession of the premises as a result of the default of the Lessee, the Lessee shall pay to the Lessor, each month, double the amount of total Rents which were payable by the Lessee the month prior to the Landlord becoming entitled to possession.

The remedies for which provision is made in this Lease shall not be exclusive; in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any default by Lessee.

22. BROKERAGE. Lessee and Lessor acknowledge that they have not dealt, consulted or negotiated with any real estate broker, sales person or agent except Corcoran Group, who is entitled, by separate agreement, to receive a commission from the Lessor. Lessor agrees to pay that commission and indemnifies Lessee against any claim arising out of that separate agreement. Each party hereby indemnifies and agrees to hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that the indemnifying party has dealt or negotiated with any other real estate broker, sales person or agent in connection with this Lease.

23. ATTORNEYS' FEES. In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay Lessor's reasonable attorneys' fees, whether or not litigation is commenced.

24. SUBORDINATION AND ESTOPPEL. This lease is and shall be subject and subordinate to any and all mortgages that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, conditioned upon non-disturbance of the Lessee's possession under this lease. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may reasonably request.

From time to time, Lessee, on at least five (5) days prior written request by Lessor, will deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the

rent and other charges have been paid and stating whether or not the Lessor is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

25. HAZARDOUS SUBSTANCES. Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease.

Lessor shall hold Lessee harmless from any violation of Lessor's obligations resulting from Palm Beach County DERM Report dated September 13, 1991 and Palm Beach County Health Department Report under file number 50QF 917508, provided such violations are not caused by Lessee.

27. OPTIONS TO RENEW. Provided that Lessee is not in default of any obligation under this lease at the time of exercise, Lessee shall have the option to renew this lease upon the following terms and conditions:

a) Lessee shall have the option to renew this lease for the period October 1, 2012 through September 30, 2015. Such option must be exercised by written notice to Lessor before May 1, 2012 or such option and all other options shall terminate. If such option is exercised, the Base Rent during this renewal period shall be as follows:

10/2012-9/2013	\$36,112.00/year	\$3,009.00/month
10/2013-9/2014	\$37,918.00/year	\$3,160.00/month
10/2014-9/2014	\$39,814.00/year	\$3,318.00/month

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 Lessee's Initials A.C.

Other than the Base Rent set forth above, all other terms and conditions of this Lease shall apply during this renewal period.

b) Provided Lessee has exercised the option described in subparagraph a) above and is not in default of any obligation under this Lease, Lessee shall have the option to renew this lease for the period October 1, 2015 through September 30, 2018. The Base Rent for the year October 1, 2015 through September 30, 2016 shall be at the fair market rent on October 1, 2015 for property similar to the Property. Should the parties be unable to agree on a market rent, each party shall designate an acceptable market rent. Should the acceptable market rents differ by 5% or less, then the Base Rent for that year shall be the average of the two acceptable market rents. Should the acceptable market rents differ by more than 5%, then each party shall designate a Florida licensed real estate broker or attorney. These designees shall together designate a single licensed real estate appraiser who shall determine the market rent. However, in no event shall the Base Rent for the October 1, 2015 through September 30, 2016 be less than \$3,477.00 per month.

The Base Rent for each succeeding lease year of this renewal term shall be 5% greater than the Base Rent for the year preceding it.

Other than the provisions for Base Rent, all other terms and conditions of this Lease shall apply during this renewal period.

28. ENTIRE AGREEMENT. Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages herein shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Should any clause or provision of this Lease be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Lease will not be affected thereby. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. This Lease shall be construed in accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

29. LESSOR'S WARRANTIES. Lessor warrants that:

a) The Premises are properly zoned to accommodate Lessee's usage as an automobile transmission installation and repair and general auto repair facility, including outdoor vehicle storage.

b) There are no present municipal code violations or open permits relative to the premises or to the property owner.

c) Lessor shall, provided such insurance is available in the market where the Premises are located, maintain wind and general casualty insurance covering the Building of which the Premises are a part in the amount of the full insurable value thereof and shall provide evidence thereof to Lessee. The cost of such insurance shall be a Common Operating Expense.

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

31. This lease may be signed by the parties in counterparts which when taken together shall constitute a single document. For the purpose of this Lease, fax or email signatures shall be valid for all purposes.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Witness

Date:

10/22/09

LESSOR: ANNIE HOLDINGS, LLC.

By:

Florie R. Wachtenheim

Florie R. Wachtenheim

Printed Name

Its:

Co-Manager, Annie Holdings, LLC

Title

LESSEE: AA ECONOMY TRANSMISSION
SPECIALISTS, LLC

By:

Andrea Chauncey, it's ~~Pres~~ Mgr Member

Printed Name

Its:

Managing Member

Title

Witness

Witness

Date:

10/16/09