

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement"), entered into this ___ day of _____ 2026 by and between the CITY OF DELRAY BEACH, a Florida municipal corporation ("Landlord"), having a mailing address of 100 NW 1st Avenue, Delray Beach FL 33444, and Radio Cristo Mi Redentor Universo 1420AM Inc., a Florida corporation ("Tenant"), having a mailing address of 588 S. Haverhill Road, West Palm Beach, Florida 33415.

1. BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 2200 Highland Drive in the City of Delray Beach, in the County of Palm Beach, State of Florida 33445 and more commonly known as the Delray Beach Municipal Golf Course, PCN: 12-43-46-19-00-000-1010) ("Property") as described in Exhibit "1", attached hereto and incorporated herein. Tenant desires to use a portion of the Property for a communications tower. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

2. RIGHT TO LEASE.

Landlord grants to Tenant right to lease a portion of the Property legally and graphically described on attached Exhibit "2", together with two (2) separate 12 foot wide access easements also legally and graphically described on Exhibit "2" providing unrestricted access for Tenant's use from the nearest public right-of-way along the Property to the Premises, along with the right to construct, install, and maintain two (2) AM transmission towers, not to exceed 233 feet in height, and an auxiliary building (collectively, the "Premises").

3. PERMITTED USE, IMPROVEMENTS.

Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facility"), as well as the right to test, survey and review title on the Property. Tenant further has the right to add, modify and/or replace equipment to be in compliance with any current or future federal, state, or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 2 will not be deemed to limit Tenant's Permitted Use. If Exhibit 2 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 2. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to

maintain the existing fence around the Premises and, with the written consent of Landlord, undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes, and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas, or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to ensure that Tenant's Communication Facility complies with all applicable federal, state, or local laws, rules, or regulations.

Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or Premises. Tenant must first obtain permission from Landlord prior to cutting or clearing any trees or undergrowth so as not to interfere with the landscaping for the golf course. Landlord grants Tenant a non-exclusive easement in, over, across, and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Landlord also grants Tenant an easement in, over, across, and through Landlord's real property for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors. Any improvements or maintenance activities conducted by Tenant related to access shall be coordinated and scheduled with the City.

Upon ten (10) days prior written notice to Tenant, the Landlord shall at all times have the right to add its own communications equipment to the tower at no cost to the Landlord subject to structural and regulatory compliance and Tenant's reasonable interference standards and notice to proceed process prior to installation of Landlord's equipment.

4. TERM.

The initial lease term will be ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth (10th) annual anniversary of the Commencement Date occurs.

If Tenant remains in possession of the Premises after the termination or expiration of this Agreement, Tenant will be deemed to be occupying the Premises on a month-to-month basis ("Holdover Term"), subject to the same terms and conditions of this Agreement.

The Initial Term and the Holdover Term may be collectively referred to as the Term.

5. RENT.

Commencing on _____, 2026 (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Two Thousand and XX/100 Dollars (\$2,000.00) ("Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month.

For each subtenant located on the Tower in addition to the first subtenant, Tenant shall pay to Landlord Twenty Five Percent (25%) of the gross monthly rent received by Tenant from each subtenant collocating on the Premises as additional rent.

On each annual anniversary of the Commencement Date throughout the Term, the Rent will increase by three percent (3%) over the Rent paid during the previous year.

6. TAXES.

Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date, such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent.

7. APPROVALS.

Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.

8. TERMINATION.

This Agreement may be terminated without penalty or further liability:

- a. by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 17, Default and Right to Cure, of this Agreement after the applicable cure periods;
- b. by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or
- c. by Tenant or Landlord upon ninety (90) days prior written notice for any or no reason.

9. INSURANCE AND WAIVER OF SUBROGATION.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate

for bodily injury or death/property damage; and (iii) Workers' Compensation Insurance as required by law. It is understood and agreed that the coverage afforded by Tenant's commercial general liability insurance also applies to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

Tenant releases Landlord from any claims for damage to Tenant's Communications Facility covered and provided for in its own insurance policies carried by any of the parties, which are in full force at the time of such claim and contain a clause to the effect that such release does not affect the policy or the insured's right to recovery thereunder. Tenant shall instruct its insurance companies to waive any and all rights of recovery by way of subrogation against the Landlord in connection with any damage covered by said insurance policies.

10. INTERFERENCE.

Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Premises, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Such interference shall include physical interference or obstruction of the Communications Facility. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate any such communications equipment. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

Tenant acknowledges and recognizes that the Property is part of a golf course and that Landlord, its employees, agents, visitors, invitees, and guests may use the Property for maintenance and the playing of the game of golf in such a manner that it will not reasonably interfere with Tenant's use of the Property. Tenant further acknowledges and recognizes that Landlord will be completing renovations for a significant portion of the Property during the Term of the Agreement. During any period in which renovations are being conducted, Tenant's access may be modified or temporarily interrupted. Tenant agrees that any such modification or disruption will not be considered a violation of this Paragraph 10.

Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, or agents to use, any portion of the Premises in any way, that interferes with the operations of Tenant or the rights of Tenant under this Agreement. Such interference shall include physical interference or obstruction of the Communications Facility. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant, unless such interference is a result of the Landlord's public safety system, in which case the Landlord shall not be required to alter its public safety network. In the event any such interference does not cease within thirty (30) days, Tenant will have the right to terminate this Agreement upon notice to Landlord.

Tenant shall not use the Premises in any way that interferes with the operation, maintenance, and repair of equipment and systems as installed and operating at the Property. The operation of Tenant's Communications Facility shall not interfere with the maintenance or operation of the Property, including but not limited to the operation of any radio or telecommunication equipment installed at the Property, nor interfere with any public safety system, as installed now or as may be installed in the future, at any time during the Term hereof. Tenant agrees to require the interfering party to cease all operations (except for intermittent testing) within twenty-four (24) hours after

receipt of notice of interference from Landlord until the interference has been corrected to the sole satisfaction of the Landlord. If such interference has not been corrected within thirty (30) days, Landlord may require the interfering party to remove the specific items from the Communications Facility causing such interference or to terminate this Agreement upon notice to Tenant. If Tenant's facility causes interference as determined by the Landlord in its sole discretion, Tenant agrees to immediately cease operation of the equipment causing the interference until such interference is corrected. If Tenant fails to immediately cease such interference with Landlord's public safety system, Landlord may terminate this Agreement, without notice, and take whatever action that may be required to cause such interference to cease.

11. INDEMNIFICATION.

Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractor.

12. WARRANTIES.

Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises, subject to the terms and conditions of this Agreement; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

Landlord represents and warrants that by execution of this Agreement, Landlord is not in violation of any lease, deed, conveyance, easement, or other instrument, which may have been previously granted or executed.

13. ENVIRONMENTAL.

Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all

environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

Tenant agree to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at its sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises and activities conducted by Tenant thereon, unless the environmental conditions are caused by parties other than Tenant.

The indemnifications of this Paragraph 13 specifically include reasonable costs, expenses, and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority. The provisions of this Paragraph 13 will survive the expiration or termination of this Agreement.

In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

14. ACCESS.

At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, if existing at the time of execution of this Agreement, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord grants to Tenant an easement for such access. If no suitable easement or means of access exists or ceases to exist to the Premises, Landlord grants Tenant the right to obtain an appropriate easement so that Tenant may at its own expense, acquire, maintain and/or construct a suitable right of entry to the Premises and the Communication Facilities. In the event any public utility is unable to use the accessor easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant. Tenant shall pay all actual costs associated with this requirement.

15. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation. Upon the expiration/termination of this lease, Tenant shall remove all parts of its facility with the exception of any foundation(s) exceeding one foot (1') below grade.

16. MAINTENANCE/UTILITIES.

Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

17. DEFAULT AND RIGHT TO CURE.

The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure

Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

18. ASSIGNMENT/SUBLEASE.

Tenant shall not sublet, assign, mortgage, or encumber this Lease without the express written consent of Landlord at its sole discretion. Tenant acknowledges and agrees that it shall not have any rights to sublet or permit the Premises or any part thereof to be used by others without Landlord's consent, not unreasonably withheld, and that, in any event, no sublet or use by others shall relieve Tenant of its obligations under this Lease.

19. SALE OF PROPERTY.

Landlord shall, prior to selling the Premises or any real property of which the Premises is a part, notify Tenant in writing of any impending sale. Landlord may sell the real property to a third party on the stated terms and price. Notwithstanding the foregoing, Tenant shall not have a right of first refusal to purchase the Premises and the Easement.

20. NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent. Notices will be addressed as follows:

For Landlord: City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With Copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

For Tenant: Radio Cristo Mi Redentor Universo 1420AM, Inc.
588 S Haverhill Road
West Palm Beach Florida 33415
Attn: Oscar Rodriguez

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

21. SEVERABILITY.

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this

Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice, to the other party hereto.

22. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

23. CASUALTY.

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord within 15 days, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis.

24. WAIVER OF LANDLORD'S LIENS.

Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

25. NOTICE/RIGHTS TO CURE.

The Tenant shall have the right from time to time to mortgage or otherwise encumber the Tenant's interest in this Lease, provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If the Tenant shall so mortgage (each a "Mortgage") the Tenant's interest in this Lease to a lender (such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "Lender"), the Tenant or such Lender shall give the Landlord prompt notice of such Mortgage and furnish the Landlord with a complete and correct copy of such Mortgage, certified as such by the Tenant or such Lender, together with the name and address of such Lender. After receipt of the foregoing, the Landlord shall give to such Lender, at the address of such Lender set forth in such notice, and otherwise in the manner provided by Paragraph 20 of this Lease, a copy of each notice of default hereunder at the same time as, and whenever, any such notice of default shall thereafter be given by the Landlord to the Tenant, and no such notice of default by the

Landlord shall be deemed to have been duly given to the Tenant unless and until a copy thereof shall have been so given to Lender. Notices to Lender under this Section 25 shall be deemed given when sent.

Lender (i) shall thereupon have a period of sixty (60) days more than given to the Tenant in each instance in the case of a default in the payment of rent and in the case of any other default, for remedying the default or causing the same to be remedied; provided however, if any non-rent default is not capable of remedy by Lender within such sixty (60) day period, Lender shall have such ninety (90) day period to commence curing the default and such greater period of time as is necessary to complete same with due diligence, and (ii) shall, within such periods and otherwise as herein provided, have the right to remedy such default or cause the same to be remedied. The Landlord shall accept performance by a Lender of any covenant, condition agreement on the Tenant's part to be performed hereunder with the same force and effect as though performed by the Tenant. Notwithstanding anything to the contrary contained herein, if the default is of such a nature that it cannot be cured by Lender (for example, the bankruptcy of the Tenant), Landlord shall not be required to provide a cure period to Lender.

26. ADDITIONAL PROVISIONS.

If a Mortgage is in effect (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by the Tenant, nor shall the Landlord accept any such termination or surrender of this Lease by the Tenant, without the prior written consent of Lender.

The Landlord shall, within twenty (20) days of the request of the Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by the Tenant or Lender.

Lender shall have the right to participate in the adjustment of losses with any insurance company with respect to any damage or destruction of the Premises or any improvements thereon and such Lender shall have the right to supervise and control the receipt and disbursement of Tenant's insurance proceeds and shall be entitled to all of Tenant's insurance proceeds pursuant to the terms of the Mortgage, or as the case may be, pursuant to the terms of the loan documents secured by such Mortgage.

Notwithstanding anything to the contrary contained herein, in the event of any taking of all or any part of the Premises, Lender shall have the right to participate in any condemnation proceedings settlement discussions, shall have the right to supervise and control the receipt and disbursement of all Tenant's condemnation awards and shall be entitled to all Tenant's condemnation awards which are not used to restore the Premises to be applied to the reduction of the debt secured by the Mortgage. In the event of a partial taking, this Lease shall continue and the rent provided in this Lease shall be reduced proportionately, from and after the date of such taking, based upon the percentage of land which is taken; provided, however, if the portion of the land taken is such that the Tenant cannot in its reasonable judgment economically continue its operations on the Premises, the Tenant, with the prior written consent of Lender, shall have the right to terminate this Lease. Upon a taking for a temporary period, this Lease shall continue, and the entire award shall be payable to the Tenant, subject to the provisions of the Mortgage, or as the case may be, subject to the provisions of the loan documents secured by such Mortgage.

Under no circumstances shall the fee estate of the Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Mortgage.

Notwithstanding any provisions of this Lease to the contrary, so long as a Mortgage is in effect, the Tenant shall have no right to terminate the Lease with respect to any event unless the written approval of Lender holding a Mortgage on the leasehold estate is obtained, including, without limitation, the right to terminate in the event of any damage or condemnation.

27. MISCELLANEOUS.

Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

Memorandum/Short Form Lease. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease in similar form and/or content attached hereto as Exhibit 3. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

Governing Law. This Agreement will be governed by the laws of the State of Florida, without regard to conflicts of law, and venue shall be in Palm Beach County.

Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

Estoppel. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect and the date to

which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

ATTEST:

LANDLORD
CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

Thomas F. Carney, Jr., Mayor

Approved as to Form and Legal Sufficiency:

Lynn Gelin, City Attorney

TENANT

By: *[Signature]*

Printed Name: OSCAR A RODRIGUEZ

Title: PRESIDENT

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of April, 2026, by Oscar Rodriguez (name of person), as President (type of authority) for Univero 9428 (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification

Type of Identification Produced Florida Drivers License

[Signature]
Notary Public – State of Florida



Randy Iris Mesa
Comm.: HH 420866
Expires: Nov. 11, 2027
Notary Public - State of Florida

EXHIBIT 1
Legal Description of Property

The Property is described as follows:

Parent Parcel
(As per official record book 3001, Page 1684)

That part of the northeast quarter of the southwest quarter lying south of state road no. 806, less the west 230 feet; and that part of the west half of the southwest quarter of the northwest quarter of the southeast quarter lying south of state road no. 806, and west of the drainage canal E-4; and the southeast quarter of the southwest quarter; less the west 230 feet; and that part of the west quarter of the southwest quarter of the southeast quarter lying west of the drainage canal e-4; all lying in Section 18, Township 46 South, Range 43 East.

And the north one-half of the northeast quarter of northwest quarter less the west 230 feet, the south 50 feet and the east 200 feet of west 430 feet of north 150 feet of south 200 feet and the south half of the northeast quarter of the northwest quarter less the west 676 feet; and the southeast quarter of northwest quarter less the west 80 feet and less that part of the west 676 feet which lies within Homewood Subdivision as shown in Plat Book 15, Page 23; and that part of north half of the west quarter of northwest quarter of northeast quarter lying west of drainage canal E-4; and southwest quarter of northeast quarter less drainage canal E-4; and south half of northwest quarter of northeast quarter less drainage canal E-4. All in Section 19, Township 46 South, Range 43 East.

Less the following described parcels:

That part of the southeast quarter of the northwest quarter of Section 19, Township 48 South, Range 43 East, described as follows:

Commence at the point where the East line of Homewood Boulevard, as shown on Plat No. 1 of Homewood Subdivision, recorded in Plat Book 15, Page 23, Palm Beach County Records, intersects with the East, West center-line of said Section 19, for the point of beginning, thence Easterly along said center-line a distance of 696.40 feet; thence Northerly and parallel to the East right-of-way line of Homewood Boulevard, as shown on said Plat No. 1 of Homewood Subdivision, a distance of 370.00 feet; thence Northeasterly at an angle of 125 Degrees 01' 48" measured from South to Northeast a distance of 241.50 feet, thence Northerly and parallel to said East right-of-way line of Homewood Boulevard a distance of 460.00 feet; thence Westerly at an angel of 97 Degrees 00' 00", measured from South to West a distance of 300.00 feet; thence Northerly a distance of 250.00 feet more or less, to the point of intersection of the South right-of-way line of Golfview Drive as shown on said Plat No. 1 of Homewood Subdivision; thence Westerly along said South right-of-way line of said Homewood Boulevard, thence Southerly along said East right-of-way line a distance of 1251.22 feet more or less, to the point of beginning.

AND that part of the South ½ of the Northwest Quarter of the Northeast Quarter of Section 19, Township 46 South, Range 43 East, described as follows:

Commence at the Northeast corner of the South half of the Northwest Quarter of the Northeast

Quarter of Section 19, Township 46 South, Range 43 East, for the point of beginning; thence Southerly along the East line of said South half of Northwest Quarter of the Northeast Quarter of Section 19, a distance of 400.0 feet, thence Westerly and parallel to the North line of said South half of Northwest Quarter of Northeast Quarter, Section 19, a distance of 200 feet, thence Northerly and parallel to said East line of South half of Northwest Quarter of Northeast Quarter of Section 19, a distance of 200.0 feet, thence Southwesterly at an angle of 62 Degrees 40' 01" measured from South to Southwest a distance of 776.93 feet, more or less, to a point in the East right-of-way line of Lake Worth Drainage District Canal No. E-4; thence Northerly along said East right-of-way line a distance of 550 feet more or less, to a point in the North line of said South half of Northwest Quarter of the Northeast Quarter of Section 19, thence Easterly along said North line of said South half of the Northwest Quarter of the Northeast Quarter a distance of 890.98 feet, more or less, to the point of beginning.

AND that part of Southwest Quarter of the Northeast Quarter of Section 19, Township 46 South, Range 43 East, described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 19, Township 46 South, Range 43 East, for the point of beginning; thence Westerly along the South line of said Southwest Quarter of the Northeast Quarter of Section 19, a distance of 125.0 feet; thence Northerly at an angle of 80 Degrees 21' 20", measure from East to North a distance of 152.15 feet; thence Easterly and parallel to said South line of the Southwest Quarter of the Northeast Quarter a distance of 100.0 feet more or less to a point in the East line of said Southwest Quarter of the Northeast Quarter; thence Southerly along said East line of said Southwest Quarter of the Northeast Quarter a distance of 150.0 feet more or less to the point of beginning.

AND Lots 1 through 23 inclusive, GOLFVIEW ESTATES, Delray Beach, according to the Plat thereof on file in the office of the Clerk of Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, Page 50.

EXHIBIT 3
Form of Memorandum of Agreement

Prepared by

Return to:

This Memorandum of Lease is entered into on this _____ day of _____, 202____, by and between the CITY OF DELRAY BEACH, a Florida municipal corporation ("Landlord"), having a mailing address of 100 NW 1st Avenue, Delray Beach FL 33444 and _____, a _____ limited liability company ("Tenant"), having a mailing address of _____.

Landlord and Tenant entered into a Ground Lease Agreement ("Agreement") on the ____ day of _____, 202____. The Landlord owns or operates by Lease or License that certain parcel of land, which is the subject of the Agreement. Pursuant to the Agreement, Tenant has the right to lease from the Landlord, and the Landlord has agreed to lease to the Tenant, the portion of Landlord's property more particularly described in Exhibit 1 attached to the Agreement and in Exhibit 1 annexed hereto ("Premises"); and

The parties desire to enter into this Memorandum of Lease for the purpose of setting forth certain terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties acknowledge and agree that Landlord is leasing to Tenant the Premises as more particularly described in Exhibit 1 attached hereto.
2. The Term of the Agreement is for an initial one year Testing Period, as the same may be extended as provided in the Agreement, to be followed (unless Tenant does not commence the Agreement) by an initial term of ten (10) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the tenth (10th) anniversary of the commencement date occurs.
3. This Memorandum of Lease does not contain all of the terms and conditions of the Agreement and reference should be made to the unrecorded Agreement. The terms and conditions of the unrecorded Agreement are incorporated herein by reference. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the unrecorded Agreement, the

provisions of the Agreement shall control.

4. This Memorandum of Lease and Agreement shall be binding and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of this Agreement.

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

ATTEST:

LANDLORD
CITY OF DELRAY BEACH, FLORIDA

City Clerk

Mayor

Approved as to Form and Legal Sufficiency:

City Attorney

TENANT

By: Oscar Rodriguez

Printed Name: OSCAR A RODRIGUEZ

Title: PRESIDENT

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of April, 2026, by Oscar Rodriguez (name of person), as President (type of authority) for Univest 1420 (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification
Type of Identification Produced Florida Driver License

Randy
Notary Public – State of Florida



Randy Iris Mesa
Comm.: HH 420866
Expires: Nov. 11, 2027
Notary Public - State of Florida