

## Advisory Board Appointment Application

NOTE: Each applicant is advised to attend at least one meeting prior to applying for appointment.

### Contact Information:

\* Name  
Alan A. Costilo

\* Home Address  
6724 BLUE BAY CIR  
LAKE WORTH FL 33467

\* Cell Phone  
(561) 221-4604

\* **Email**  
alanc@bigalssteaks.com

\* **Occupation**  
Owner Big Al's Steaks

**Business Name**  
Big Al's Steaks

Business Address  
450 East Atlantic Avenue  
Delray Beach FL 33483

Business Phone  
(561) 221-4604

Office of the City Clerk  
Received  
5/10/2024  
Expires  
5/10/2026

### Advisory Board Selection:

Please select your top four boards in order of preference (first choice to fourth choice) from the drop down lists below:

**First Choice**  
Downtown Development Authority

**Second Choice**  
Parking Management Advisory Board

**Third Choice**  
\*\*SKIPPED\*\*

**Fourth Choice**  
\*\*SKIPPED\*\*

NOTE: Your responses or disclosures are intended to assist the City Council in considering an application for appointment/re-appointment to a City board or committee, and will not result in the automatic disqualification from consideration or appointment/re-appointment. Therefore, complete and accurate responses should be provided.

### Qualifications:

\* Please select all qualifications that apply:  
Own a business or are an officer, director or manager of a business in Delray Beach  
Own property in Delray Beach  
Pay taxes on leased property in the Downtown Delray Beach area, or serve as a director, officer, or managing agent to an owner or lessee who is required to pay taxes

\* Are you a registered FL voter?

Yes

\* Are you a vendor or employed by a vendor that does business with the city?

No

\* Are you a lobbyist or employed by a lobbyist, as defined in the Palm Beach County Registration Ordinance?

No

\* Have you attended any Delray Beach Commission or Advisory Board Meetings?

Yes

**If yes, please explain and provide dates when possible.**

Member of DDA Board 2015-2022

**Are you currently serving, or have you ever served on a Delray Beach Advisory Board? If yes, please provide details and dates.**

Member of DDA Board 2015-2022

\* Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

No

**If yes, please explain:**

\*\*SKIPPED\*\*

\* Do you, any member of your immediate family, your employer or your business (or any entity in which you have a controlling interest) currently have any contractual relationship with, or do business with, the City, or has there been any such relationship within the past 5 years?

No

**If yes, please explain:**

\*\*SKIPPED\*\*

Do you (or any entity in which you have a controlling interest) have any delinquent accounts with the City or owe any monies to the City?

No

**If yes, please explain:**

\*\*SKIPPED\*\*

Do you (or any entity in which you have a controlling interest) have any pending code enforcement cases or unpaid, certified code enforcement fines relating to property in the city that is owned or rented by you (or any entity in which you have a controlling interest)?

No

**If yes, please explain:**

\*\*SKIPPED\*\*

\* Do you (or any entity in which you have a controlling interest) have any pending code enforcement cases or unpaid, certified code enforcement fines for any other violations relating to other city codes?

No

**If yes, please explain:**

\*\*SKIPPED\*\*

Have you ever been found to have violated, or had a complaint filed against you alleging a violation of, the Florida Code of Ethics for public officers and employees, Palm Beach County Code of Ethics (or any other ethics code)?

No

**If yes, please explain:**

\*\*SKIPPED\*\*

If you selected the Downtown Development Authority, do you own land in the downtown area?

No

If you lease property in the downtown area, do you pay taxes on the property as part of your lease agreement?

Yes

Please upload a copy of your lease

\*\*SKIPPED\*\*

## **Interest & Experiences**

**List any certifications or licenses which may further qualify you to serve on a board or committee.**

**\*\*SKIPPED\*\***

**Briefly describe why you wish to serve as a member of a board or committee and how your personal experience and background relate:**

Member of DDA Board 2015-2022

**List any other community/civic involvement which you would like the Commission to consider:**

Member of DDA Board 2015-2022

**Educational Background:**

**University attended:**

Universidad Cetec, Dominican Republic and Cleveland Chiropractic College

**Degrees received:**

Doctor of Medicine and Surgery 1982 Doctor of Chiropractic 1985

**Major area of study:**

Medicine and Chiropractic

Upload your resume:

Alan Costilo Simple Resume.docx

**Terms Of Acceptance**

Applications are kept on file in the City Clerk's Office for a period of two years.

Applicants may supplement their application with a resume or other information relevant to their qualifications.

**Declaration of Personal Information Exemption:**

Personal information provided in this application is public information unless the applicant qualifies for an exemption pursuant to Florida Statutes. You are encouraged to thoroughly read the applicable sub-sections of F.S. 119.0 71

([http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0119/Sections/0119.071.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.071.html)).

If you qualify for an exemption, please indicate below which statutory provision you are citing for the exemption. If you qualify, your address and phone number are protected information. You may contact the Board Liason at 243-7056 if you have any questions.

My address and telephone number are statutorily exempt from public disclosure:

No

**If yes, pursuant to which sub-section of F.S. 119.071?**

**\*\*SKIPPED\*\***

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

I agree

\* E-Signature of Applicant:

Alan Costilo

\* **Date:**

05/10/2024

\* Please agree with the following statement: I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

I Agree

**COMMERCIAL LEASE**

**BETWEEN**

**FALCON BUILDING, INC.**

**"LANDLORD"**

**AND**

**BIG AL'S STEAKS OF DELRAY BEACH, INC**

**"TENANT"**

## COMMERCIAL NET LEASE

1. **PARTIES.** This Lease, dated 27<sup>th</sup> day of December, 2006, is made by and between FALCON BUILDING, INC., a Florida corporation (hereinafter, "Landlord") and Big Al's Steaks of Delray Beach, Inc., a Florida corporation (hereinafter, "Tenant").

2. **PREMISES.** Landlord hereby demises and leases to Tenant and Tenant leases and rents from Landlord for the Term, at the rental, and upon all of the terms and conditions set forth herein, that certain real property situated in the County of Palm Beach State of Florida, located at 450 East Atlantic Avenue, Delray Beach, Florida, legally described as follows:

The East 36.3 feet of the North 50 feet of Lot 6, Block 101, of the CITY OF DELRAY BEACH, formerly Linton, Florida, less the East 10 feet thereof, and less the following described parcel:

From a point on the North line of said Lot 6, located 10 feet West of the NE corner of said Lot 6, run westerly along the North line of said Lot 6 for 5.91 feet; thence run southeasterly along a curve concave to the southwest and having a radius of 6 feet for a distance of 9.34 feet, through a central angle of 89 deg. 09 min. 00 sec., to a point on a line parallel to and 10 feet west of the east line of said lot 6; thence run north 1 deg. 08 min. 35 sec. West, along said line for 5.91 feet to the Point of Beginning, according to the Plat recorded thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 1, page 3.

(hereinafter referred to as the "Premises")

### 3. **TERM.**

3.1 **Term.** The Term of this Lease shall be for five (5) years commencing on December 27, 2006 (the "Commencement Date"), and ending on December 26, 2011 (the "Term"), unless extended or sooner terminated pursuant to the terms hereof. When used herein, the term "Term" shall mean the initial Term as defined above, plus the term of any extension(s) provided Tenant has exercised its option(s) to extend in accordance with the terms of this Lease.

3.2 **Option to Extend.** Landlord hereby grants to Tenant, provided Tenant is not in default of any term, covenant, condition or payment of rent under this Lease at the time of the exercise of the option, the right and option to extend the term this Lease for two (2) successive periods of five (5) years each under the same terms and conditions of this Lease (excluding this Option to extend). Tenant shall exercise such lease option to extend if at all, by written notice to Landlord received by Landlord on or before 180 days prior to the expiration of the Term or any extension hereof. Failure of Tenant to exercise its lease option within the aforementioned time period shall be deemed a waiver of Tenant's right to such lease option and further lease option if any.

### 4. **RENT: TRIPLE NET LEASE.**

4.1 **Rent Abeyance During Tenant's Renovation Period.** Tenant intends to begin renovations to the Premises after the Commencement Date and shall use its best efforts to complete the renovations within /// days of the Commencement Date. Regardless of the date that the renovations are completed, rent shall abate for /// days after the Commencement Date and rent payments will commence at the expiration of the /// day rental abatement period (the "Rental Commencement Date"). The foregoing abatement of rent shall not apply to the escrow payments for taxes and insurance due under the terms of this Lease, which escrow payments shall be due and payable each month commencing upon the Commencement Date.

4.2 **Rent.** Tenant shall pay to Landlord as rent for the Premises an initial net rent

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may designate in writing. Tenant shall also pay along with each rental payment any sales tax, tax on rentals, escrow deposits required by this Lease, tax on escrow deposits, and any other charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority. In the

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4.2.1 **Option Fee not Rent.** Landlord and Tenant acknowledge and agree that the

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4.3 **Rent Escalation.** Notwithstanding anything to the contrary contained in this

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## REDACTED INFORMATION

4.4 **Triple Net Lease.** This Lease is what is commonly called a "Net, Net, Net Lease", it being understood that Landlord shall receive the rent free and clear of any and all impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent reserved by Paragraph 4.2, Tenant shall pay to the parties respectively entitled thereto all taxes, impositions, insurance premiums, operating charges, repair and maintenance charges, construction costs and any other charges, costs and expenses relating to the Premises, or Tenant's occupancy thereof, or this Lease which arise or may be contemplated under any provisions of this Lease during the Term or any extension hereof, including, without limitation, the escrow payments payable to Landlord pursuant to Section 4.5 hereinafter. Payment of all of such charges, costs and expenses shall be the obligation of Tenant, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by Tenant, and that Tenant shall in no event be entitled to any abatement of or reduction in rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

4.5 **Escrow.** Tenant shall pay to Landlord, together with each monthly rental

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4.6 **Additional Rent.** All payments required to be made by Tenant pursuant to this

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5. SECURITY DEPOSIT. Tenant shall deposit with Landlord on the Commencement Date of the

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respect to the Deposit.

6. USE.

6.1 Use. The Premises shall be used and occupied only for a restaurant and for no other purpose, unless a change in use shall be authorized in writing by Landlord in its sole and



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6.2 Compliance with Law. Tenant shall, at Tenant's expense, comply promptly

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6.3 Condition of Premises. Tenant hereby accepts the Premises in their

**REDACTED  
INFORMATION**

7. MAINTENANCE, REPAIRS, ALTERATIONS AND TENANT IMPROVEMENTS.

**REDACTED  
INFORMATION**

**REDACTED  
INFORMATION**

7.2 Surrender. On the last day of the Term, or extension if any, or upon any

**REDACTED  
INFORMATION**

7.3 Landlord's Rights. If Tenant fails to perform Tenant's obligation under this

**REDACTED  
INFORMATION**

7.4 Landlord's Obligations. Landlord has no obligation, in any manner

**REDACTED  
INFORMATION**

7.5 Alterations and Additions.

**REDACTED  
INFORMATION**

**REDACTED  
INFORMATION**

(B) Any alterations, improvements, additions or Utility Installations in or

**REDACTED  
INFORMATION**

(C) **REDACTED  
INFORMATION**

**REDACTED  
INFORMATION**

(D) Unless Landlord requires their removal, all alterations, improvements,

**REDACTED  
INFORMATION**

8. **INSURANCE AND INDEMNITY.**

8.1 **Tenant's Expense.** Tenant shall pay the cost of all insurance required

**REDACTED  
INFORMATION**

8.2 **Property Insurance.** At Tenant's expense and to the extent insurance

**REDACTED INFORMATION**

**REDACTED  
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8.3 Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in

**REDACTED  
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**REDACTED  
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8.4 **Insurance Policies.** The insurance policies required hereunder shall be issued

**REDACTED  
INFORMATION**

8.5 **Waiver of Subrogation.** Tenant and Landlord each hereby waive any and all

**REDACTED  
INFORMATION**

8.6 **Indemnity.** Tenant hereby agrees that Landlord shall have no liability

**REDACTED  
INFORMATION**

8.7 **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord

**REDACTED  
INFORMATION**

9. **DAMAGE, DESTRUCTION, OBLIGATION TO REBUILD, RENT ABATEMENT.**

9.1 **Obligation to Rebuild.** In the event that some or all of the improvements

**REDACTED  
INFORMATION**

9.2 **Insurance Proceeds.** All of the proceeds of any insurance maintained under

**REDACTED  
INFORMATION**

9.3 **Damage Near End of Term.** If the Premises are partially destroyed or

**REDACTED  
INFORMATION**

9.4 **Abatement of Rent.** Notwithstanding the partial or total destruction of the

**REDACTED  
INFORMATION**

10. **TAXES.**

10.1 **Real Property Taxes.** Tenant shall pay all real property taxes applicable to the Premises during the Term of this Lease or any extension. Landlord shall pay the real property taxes payable to the Palm Beach County Tax Collector in November of each year during the Term of this Lease and any extension hereof from Tenant's funds deposited in the escrow account so that the maximum discount is obtained by payment prior to November 30<sup>th</sup> of each year. Tenant shall pay to Landlord, together with each monthly rental payment, an amount determined by Landlord, in its reasonable discretion, in order to accumulate in escrow sufficient funds to satisfy Tenant's obligation to pay the taxes pursuant to this section. If Tenant fails to pay sufficient deposits in escrow in order to pay any such taxes, Landlord shall have the right to pay the same, in which case Tenant shall pay such amount to Landlord with Tenant's next rent installment, together with interest as required by this Lease.

10.2 **Definition of "Real Property" Tax.** As used herein, the term "real property tax" shall include any form of assessment, license fee, commercial rental tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any municipal city, county, state or federal government, or any solid waste authority, waste management, school, agricultural, lighting, drainage or other improvement district, against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, or against Landlord's right to rent or other income therefrom, or against Landlord's business of leasing the Premises or any tax imposed in substitution, partially or totally, of any tax previously included within the definition of real property tax, or any additional tax the nature of which was previously included within the definition of real property tax.

10.3 **Personal Property Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the property of Landlord.

11. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. Landlord shall not be liable for any interruption of utility service to the Premises

12. **ASSIGNMENT AND SUBLETTING.**

**REDACTED  
INFORMATION**



**REDACTED  
INFORMATION**

12.2 Attorneys' Fees. In the event Tenant proposes to assign or sublet the Premises

**REDACTED  
INFORMATION**

13. DEFAULTS; REMEDIES.

13.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant.

**REDACTED  
INFORMATION**

(A)

(B)

(C)

(D)

**REDACTED  
INFORMATION**

(E)

13.2

**REDACTED  
INFORMATION**

(A)

**REDACTED  
INFORMATION**

**REDACTED  
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(B) Maintain Tenant's right to possession in which case this Lease shall

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(C) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

13.3 **Default by Landlord.** Landlord shall not be in default unless Landlord fails to

**REDACTED  
INFORMATION**

13.4 **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to

**REDACTED  
INFORMATION**

14. **CONDEMNATION.** If the Premises or any portion thereof hereafter are taken under the power

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INFORMATION**

## REDACTED INFORMATION

15. **BROKER'S FEE.** Landlord shall be responsible for brokerage fees to Landlord's broker. the

## REDACTED INFORMATION

16. **GENERAL PROVISIONS.**

16.1 **Estoppel Certificate.**

(A) Tenant shall at any time upon not less than ten (10) days' prior notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing certifying such reasonable and customary matters as are typically contained in estoppel certificates including, without limitation certification that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and acknowledgment that there are not, to Tenant's knowledge, any uncured defaults on the part of

Landlord hereunder, or specifying such defaults, if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or mortgagee of the Premises.

## REDACTED INFORMATION

16.2 **Landlord's Liability**. The term "Landlord" as used herein shall mean only the

## REDACTED INFORMATION

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

16.4 **Interest on Past Due Obligations**. Except as expressly herein provided, any

## REDACTED INFORMATION

16.5 **Time of Essence**. The parties expressly agree that time is of the essence in this Agreement and the failure by a party to pay any sum of money due hereunder or complete performance with the time specified, or within a reasonable time if no time is specified herein shall, at

# REDACTED INFORMATION

16.6 Incorporation of Prior Agreements; Amendments. This Lease and the

# REDACTED INFORMATION

16.7 Notices. Any notice required or permitted to be given hereunder shall be in

# REDACTED INFORMATION

Tenant:

Big Al's Steaks of Delray Beach, Inc.  
c/o Alan Costilo

Either party may by written notice delivered to the other pursuant to the terms of this section, designate a different address for notice purposes. Notwithstanding the foregoing, upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes.

16.8 **Waivers.** No waiver by Landlord of any provision hereof shall be deemed a

## REDACTED INFORMATION

16.9 **Recording.**  
which may be events

## REDACTED INFORMATION

16.10 **Holding Over.** If Tenant or any sub-Tenant or assignee under this Lease

## REDACTED INFORMATION

## REDACTED INFORMATION

16.11 Non-Exclusivity of Remedies. No remedy herein conferred upon a party is

## REDACTED INFORMATION

16.12 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

16.13 Binding Effect; Choice of Law. This Lease shall be binding upon and shall

## REDACTED INFORMATION

16.14 Subordination. This Lease, at Landlord's option, shall be subordinate to any

## REDACTED INFORMATION

16.15 Attorney's Fees. If either party engages an attorney or brings an action to enforce the terms hereof or declare rights hereunder or for collection, possession or eviction, the non-defaulting party or prevailing party shall be entitled to recover from the defaulting or losing party all costs and fees incurred by the non-defaulting or prevailing party including, without limitation, reasonable attorney's fees (whether suit be filed or not and if so at trial and all appellate levels).

16.16 Landlord's Access. Landlord shall be entitled to and Tenant shall provide Landlord with a set of keys to the Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purposes of inspecting the same, showing the same to prospective purchasers, or lenders, or Tenants, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or desirable. Landlord may at any time after Tenant's option to purchase period expires unexercised place on or about the Premises any ordinary "For Sale" signs and Landlord may, at any time during



16.17 **Signs**. Without the written consent of Landlord, Tenant shall be permitted to install the maximum number and area of signs as well as lighting on the outside of Premises so long as said signs and lighting comply with all government rules and regulations.

16.18 **Merger**. The voluntary or other surrender of this Lease by Tenant with Landlord's consent, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

16.19 **Corporate Authority**. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Articles and Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, at the time this Lease is executed by Tenant, deliver to Landlord a certified copy of a resolution of the Board of Directors and shareholders of said corporation authorizing or ratifying the execution of this Lease.

16.20 **Lease Guarantee**. If the Tenant is a corporation or limited liability company or other business entity shielding the shareholders or others from personal liability or from performing the Tenant's obligations under this Lease then the shareholders or others owning any beneficial or legal interest in the Corporation or other entity and their spouses if any shall guaranty the performance of all of Tenant's obligations under this Lease by executing guarantees in the form attached hereto as Exhibit "E".

16.21 **Quiet Possession**. Upon Tenant paying the rent and other sums of money reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

16.22 **Option**.

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16.23 **Prior Tenant's Personal Property**. The furniture, removable fixtures, equipment and other personal property on the Premises were left behind by the prior Tenant, Cheeburger Cheeburger of Delray Beach, Inc. There are existing judgments, liens, warrants and claims filed of record against such entity and its principal. To Landlord's knowledge, none of the claimants have attempted to levy upon such property or indicated an intention to exercise their rights to such property other than the Palm Beach County Tax Collector whose claim for payment of

## REDACTED INFORMATION

16.24 **Attornment**. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

16.25 **Construction**. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Lease and the same shall remain in full force and effect.

16.26 **Radon Gas**. Radon is a naturally occurring radioactive gas that when 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 or radon testing may be obtained from your County Public Health unit.

16.27 **Mold**. Mold is naturally occurring and may cause health risks or damage to property. If Tenant is concerned or desires additional information regarding mold, Tenant should contact an appropriate professional.

16.28 **SBA (or other) Loan** Landlord agrees to prepare and issue an estoppel letter to any requested party in connection with any effort by Tenant to obtain financing for the purchase of the Premises.

16.29 **Newspaper Stands** Tenant shall be permitted to remove all newspaper stands located on the Premises so long as their removal is lawful.

### 17. **OPTION TO PURCHASE**.

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## REDACTED INFORMATION

17.1.1 In the event that any portion of the Premises is condemned during the Option Term and Tenant exercises the Option to purchase the Premises, the purchase price of the Premises after the restoration of same shall be adjusted to reflect the condemnation in accord with the method set forth herein. Firstly, Tenant and Landlord shall use their best efforts and act in good faith in attempting to agree to the amount of decrease in value of the Premises after restoration of same as a result of the partial condemnation. If said efforts fail to reach an agreement within a reasonable time, each party shall hire an independent real property appraiser, who is properly licensed in the state of Florida and a designated member of the Appraisal Institute (MAI) who shall render a formal appraisal as to the amount of decrease in value of the Premises after restoration of same as a result of a partial condemnation. If the difference between the two appraisal values is equal to or less than 10% of the greater value given by the two appraisals, then the parties shall average the two appraisal values together and subtract said average from the purchase price in order to determine the reduced value of the Premises after restoration of same. If the two appraisal values differ by more than 10% of the greater value given by the two appraisals, then the two appraisers used shall agree upon and appoint a third appraiser (the cost of which shall be split evenly by Tenant and Landlord) to perform an appraisal as to the amount of decrease in value of the Premises after restoration of same as a result of a partial condemnation. If the difference between this third appraisal value is equal to or less than 10% of either of the previous two appraisals (with 10% being calculated by taking 10% of the appraisal with the greater value given), then the parties shall average these two appraisal values together and subtract said average from the purchase price in order to determine the reduced value of the Premises after restoration of same.

### 17.2 Option Fee.

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17.3 Closing Terms If Option Exercised. If Tenant exercises the Option, the sale

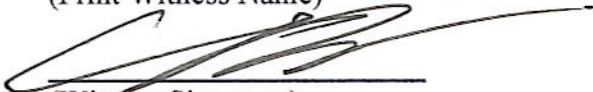
## REDACTED INFORMATION

IN WITNESS WHEREOF, the parties hereto have caused this Commercial Lease to be executed under their seals on the dates set forth below.

WITNESSES:

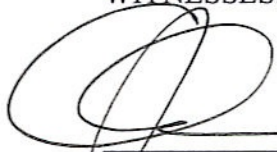
  
\_\_\_\_\_  
(Witness Signature)

A. Tom Pravy  
(Print Witness Name)

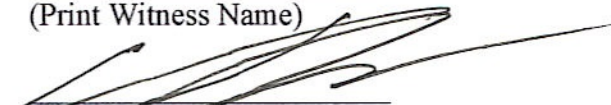
  
\_\_\_\_\_  
(Witness Signature)

Charles Prakas  
(Print Witness Name)

WITNESSES:

  
\_\_\_\_\_  
(Witness Signature)

A. Tom Pravy  
(Print Witness Name)

  
\_\_\_\_\_  
(Witness Signature)

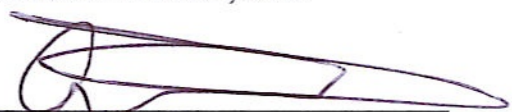
Charles Prakas  
(Print Witness Name)

LANDLORD: FALCON BUILDING, INC

By: Howard J. Falcon  
Howard J. Falcon, its President

Date: Dec 27, 2006

TENANT: BIG AL'S STEAKS OF DELRAY BEACH, INC.

By:   
Adam Costilo, its President

Date: 12/27/2006

THIS IS A FIRST AMENDMENT TO  
20, 2010 |  
STEAKS

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WHEREAS, Landlord and Tenant wish to amend certain terms of the  
Commercial Lease.

NOW, THEREFORE, in consideration of the sum of  
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2. Abated Rent Adjustment

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3. Option to Purchase Expiration. Tenant acknowledges that Tenant's

**REDACTED INFORMATION**

4. Right of First Offer. Landlord hereby grants Tenant a right of first offer

**REDACTED INFORMATION**

# REDACTED INFORMATION

5. Section 3.2 of the Lease entitled "Option to Extend" is hereby deleted in its entirety and the following inserted in its stead:

**Option to Extend.** Landlord hereby grants to Tenant, provided Tenant is not in default of any term, covenant, condition or payment of rent under this Lease at the time of the exercise of the option, the right and option to extend the term of this Lease for four (4) successive periods of five (5) years each under the same terms and conditions of this Lease (excluding this Option to Extend). Tenant may only exercise one lease renewal option at a time. Tenant shall exercise such lease renewal option if at all, by written notice to Landlord received by Landlord between 365 days and 180 days

prior to the expiration of the then expiring five (5) year term.. Failure of Tenant to exercise its lease renewal option within the aforementioned time period shall be deemed a waiver of Tenant's right to such lease renewal option and further lease renewal option(s) if any. Tenant shall only be entitled to exercise the third and fourth lease renewal option if at the time of exercise of such option, Alan Costilo, Adam Costilo and Shura Costilo individually or jointly own 100% of Tenant.

6. Except as specifically modified hereby, the Lease remains unmodified and in full force and effect and is hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to Commercial Lease to be executed under their seals on the dates set forth below.

WITNESSES:


LANDLORD: FALCON BUILDING INC.

  
(Witness Signature)

  
Howard J. Falcon, its President

Howard J. Falcon III  
(Print Witness Name)

Date: 5/20/00

  
(Witness Signature)

Sandra R Falcon  
(Print Witness Name)



WITNESSES:

TENANT: BIG AL'S STEAKS OF  
DELRAY BEACH, INC.

Paul F Cooper  
(Witness Signature)

[Signature]  
Adam Costilo, its President

PAUL F. COOPER  
(Print Witness Name)

Date: 5/30/00

[Signature]  
(Witness Signature)

Adam Costilo  
(Print Witness Name)