

IN THE CIRCUIT COURT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.

SCC SHOPS AT BOCA CENTER LLC,

Plaintiff,

vs.

VEGAN FINE BODY LLC, STEVEN
A. SMITH and NIHAT AHMED,

Defendants.

COMPLAINT

COMES NOW Plaintiff, SCC SHOPS AT BOCA CENTER LLC, ("SCC") by and through its undersigned attorney and sues Defendants, VEGAN FINE BODY LLC ("Tenant"), together with STEVEN A. SMITH and NIHAT AHMED ("Guarantors"), and alleges as follows:

General Allegations

1. This is an action for damages which exceed \$50,000.00.
2. Venue is properly laid in this county pursuant to Section 47.011 et seq., Fla. Stat.
3. SCC is a Delaware Corporation licensed to do business in Florida.
4. SCC owns the following described real property located in PALM BEACH County, Florida: 5250 Town Center Circle, Suite 115, Boca

Raton, Florida 33486.

5. All conditions precedent to SCC's right to bring this action, to the relief requested in this pleading, and under all written agreements referred to, have been performed, occurred, or have been waived.

6. SCC retained the law firm of William M. Lindeman and has agreed to pay them a reasonable attorney's fee for their services rendered on its behalf.

7. On March 23, 2021, Tenant and SCC's predecessor-in-interest executed a commercial lease (the "Lease") for The Shops at Boca Center (the "Shopping Center") located in Boca Raton, Florida (the "Premises"). A true and authentic copy of the Lease is attached hereto as Exhibit "A".

8. The Lease term was for five (5) years, commenced on July 31, 2021, and expires on July 31, 2026.

9. Pursuant to Articles 1, 4, 7 and 11, on the first (1st) of the month, Tenant was obligated to pay base rent, utilities and its proportionate share of real estate taxes and assessments, insurance, and common area maintenance (collectively, the "Monthly Charges").

10. Article 20 defines default as failing to timely pay.

11. Pursuant to Articles 1 and 20, interest accrues at the rate of 18% (the "Default Rate") per annum on unpaid charges.

12. Pursuant to Article 4, late fees are 5% of the amount

due.

13. Pursuant to 20, Tenant is responsible for reasonable attorney's fees in enforcement of the Lease.

14. On or about March 23, 2021, Guarantors executed a guaranty (the "Guaranty") in which they unconditionally guaranteed the monetary performance of Tenant. A true and authentic copy of the Guaranty is attached as Exhibit "B".

15. On March 28, 2022, the Shopping Center was sold to SCC. A true and correct copy of the correspondence notifying Tenant of the sale is attached as Exhibit "C".

16. Several notices of monetary default were sent, the most recent of which was sent January 10, 2023 (the "Notice of Default"). A true and authentic copy of the Notice of Default is attached as Exhibit "D".

17. On May 11, 2023, Tenant executed a Consent as to Possession Only. A true and authentic copy of the Consent is attached as Exhibit "E".

18. Tenant vacated the premises on May 19, 2023.

19. Tenant's security deposit of 6,674.28 was applied to the past due balance on June 20, 2023.

COUNT I
(Breach of Lease and Damages)

20. SCC repeats and realleges the allegations of Paragraphs 1 through 19 as set forth herein.

21. Tenant breached by failing to pay.

22. Tenant breached by vacating and/or failing to continuously operate.

23. As a proximate result of Tenant's breach, SCC was damaged.

24. As of August 4, 2023, Tenant owes \$79,699.52, which is comprised of:

TYPE OF DAMAGE	AMOUNT
Monthly charges	\$ 55,872.89
Remainder rents through lease term, reduced to present value	\$ 179,181.52
Interest, with interest continuing to accrue at 18% per annum	\$ 2,742.54
Late charges	\$ 2,704.57
Replacement tenant allowance	\$ 37,260.00
Less rents from the replacement tenant	\$(191,387.72)
Less application of tenant's security deposit	\$ (6,674.28)
TOTAL	\$ 79,699.52

plus attorney's fees and additional charges accruing subsequent to the commencement of this action.

WHEREFORE, SCC demands Judgment against Tenant for damages, interest, late fees, liquidated damages, costs and attorney's fees, and for such further relief at the Court may deem just and proper.

COUNT II
(Personal Guaranty)

25. SCC repeats and realleges the allegations of Paragraphs 1 through 19 as set forth herein.

26. Guarantors breached by failing to pay.

27. As a direct and legal results of Guarantors' failure to pay, SCC was damaged.

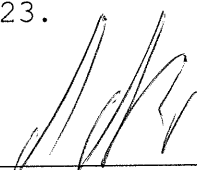
28. As of August 4, 2023, Guarantors owe \$79,699.52, which is comprised of:

TYPE OF DAMAGE	AMOUNT
Monthly charges	\$ 55,872.89
Remainder rents through lease term, reduced to present value	\$ 179,181.52
Interest, with interest continuing to accrue at 18% per annum	\$ 2,742.54
Late charges	\$ 2,704.57
Replacement tenant allowance	\$ 37,260.00
Less rents from the replacement tenant	\$(191,387.72)
Less application of tenant's security deposit	\$ (6,674.28)
TOTAL	\$ 79,699.52

plus attorney's fees and additional charges accruing subsequent to the commencement of this action.

WHEREFORE, SCC demands Judgment against Guarantor(s) for damages, interest, late fees, costs and attorney's fees, and for such further relief at the Court may deem just and proper.

DATED THIS 7th day of August, 2023.



William M. Lindeman
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Exhibit “A”

NOT A CERTIFIED COPY

**THE SHOPS AT BOCA CENTER
SHOPPING CENTER LEASE AGREEMENT BY AND BETWEEN
BOCA CENTER AT MILITARY LLC, A DELAWARE LIMITED LIABILITY
COMPANY, AS LANDLORD, AND**

**VEGAN FINE BODY LLC, A FLORIDA LIMITED LIABILITY COMPANY, D/B/A
VEGAN FINE BODY, AS TENANT**

**PREMISES: SUITE 115, 5250 TOWN CENTER CIRCLE, BOCA RATON, FLORIDA
33486**

FINAL

THE SHOPS AT BOCA CENTER SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (this "Lease") is entered into as of the Date, and by and between the Landlord and Tenant identified below.

1. BASIC LEASE DEFINITIONS, EXHIBITS AND ADDITIONAL DEFINITIONS.

1.1 Basic Lease Definitions.

In this Lease, the following defined terms have the meanings indicated.

(a) "Base Rent" means the monthly base rent payable according to this Lease, which will be in an amount per month applicable during each Lease Year as follows:

Lease Year	Annual Base Rent per RSF of the Premises (1,242 RSF)	Annual Base Rent	Monthly Base Rent
Lease Year 1 through Lease Year 2	\$43.00	\$53,406.00	\$4,450.50, plus applicable sales tax
Lease Year 3	\$44.29	\$55,008.18	\$4,584.02, plus applicable sales tax
Lease Year 4	\$45.62	\$56,658.43	\$4,721.54, plus applicable sales tax
Lease Year 5	\$46.99	\$58,358.18	\$4,863.18, plus applicable sales tax

(b) "Broker" means Fimiani Development Corporation, which is Landlord's broker in connection with this Lease, subject to the terms and conditions of Section 23 below. Landlord shall pay the Broker its commission due in connection with this Lease pursuant to the terms and conditions of a separate brokerage commission agreement by and between Landlord and Broker.

(c) "Building Standard" means the type, brand and/or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Center and/or the Project or the exclusive type, grade or quality of material to be used in the Center and/or the Project and shall refer to the then-current standard described in Landlord's most recently published schedule of Building standard or, if no such schedule has been published, to the standard which commonly prevails in and for the entire Center and/or Project.

(d) "Date" means the date of full execution of this Lease, which is March 23rd, 2021.

(e) "Landlord" means **BOCA CENTER AT MILITARY LLC**, a Delaware limited liability company.

(f) "Landlord's Billing Address" means:

Lockbox Address:

Boca Center at Military LLC
P.O. Box 865162
Orlando, Florida 32886-5162

Overnight Delivery Address:

Boca Center at Military LLC
Lockbox #865162
11050 Lake Underhill Road
Orlando, Florida 32825

Wire/ACH:

Wells Fargo Bank, N.A.
San Francisco, CA
ABA # 121 000 248
Acct. # [REDACTED]
Name: Boca Center at Military LLC

(g) "Landlord's Address" means:

Boca Center at Military LLC
c/o Barings LLC
One Financial Plaza, Suite 1700
Hartford, Connecticut 06103
Attention: Boca Center Asset Manager

with a copy to:

Crocker Partners Property Management, LLC
5200 Town Center Circle, Suite 105
Boca Raton, Florida 33486
Attention: Senior Real Estate Manager

(h) "Premises" means those certain premises in the Center known as Suite 115 located in the Center and identified on Exhibit A which is hereby deemed to be 1,242 rentable square feet ("RSF"). The RSF stated above shall be deemed to be the RSF of the Premises, agreed upon by the parties and constituting a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease. It shall not be thereafter adjusted without the written consent of Landlord. The Premises address is as follows: 5250 Town Center Circle, Suite 115, Boca Raton, Florida 33486.

(i) "Percentage Rent" means the percentage rent payable according to this Lease, which will be in an amount per month applicable during each Lease Year as follows:

Time Period	Percentage of Gross Sales	Breakpoint
Lease Year 1 through Lease Year 2	Five percent (5%)	\$1,068,128.00
Lease Year 3	Five percent (5%)	\$1,100,163.60
Lease Year 4	Five percent (5%)	\$1,133,168.51
Lease Year 5	Five percent (5%)	\$1,167,163.56

(j) "Security Deposit" means \$6,674.28, subject to the terms and conditions of Section 22 of this Lease.

(k) "Tenant" means VEGAN FINE BODY LLC, a Florida limited liability company.

(l) "Tenant's Trade Name" means "Vegan Fine Body," or such other trade name as may be reasonably approved by Landlord in writing.

(m) "Tenant's Invoice Address" means:

Vegan Fine Body LLC
 330 SW 2nd Street, Suite 103
 Fort Lauderdale, Florida 33312
 Attention: Steven A. Smith

(n) "Tenant's Notice Address" means:

Vegan Fine Body LLC
 330 SW 2nd Street, Suite 103
 Fort Lauderdale, Florida 33312
 Attention: Steven A. Smith

(o) "Tenant's Share" means 1.07% (based on the ratio of 1,242 RSF of the Premises to 116,275 RSF in the Center as of the Date). If the area of the Premises or the

area of the Center is changed after the Date as a result of factors other than a recalculation of the area of the Premises or the Center as they exist at the Date, the Tenant's Share shall be equitably adjusted.

(p) "Term" means the duration of this Lease, commencing on the Commencement Date (as defined in Section 3.1 of this Lease) and expiring on the last day of the fifth (5th) Lease Year (as hereinafter defined) (the "Expiration Date"), unless the Term is sooner terminated as provided in this Lease; provided, however, that in the event Tenant timely and properly exercises Tenant's renewal right in accordance with the provisions of this Lease, the Expiration Date shall be extended to the date upon which the Renewal Term (as defined in Section 3.4 of this Lease) expires.

(q) "Use" means the retail sale of vegan and plant-based skincare, makeup, vitamins and essential oils, and for no other purpose whatsoever, subject to the terms and conditions of Section 6 of this Lease.

(r) "Minimum Tenant Business Hours" means 10:00 a.m. to 8:00 p.m., Monday through Saturday, and 12:00 p.m. to 6:00 p.m., Sunday, subject to the terms and conditions of Section 6 of this Lease.

(s) "Guarantors" means **STEVEN A. SMITH** and **NIHAT AHMED**, pursuant to the terms and conditions of the form of Guaranty attached hereto as Exhibit F (the "Guaranty"). Notwithstanding anything contained herein to the contrary, Guarantors shall deliver the executed and notarized Guaranty to Landlord simultaneously with Tenant's execution and delivery of this Lease to Landlord, which Guaranty shall serve as additional security for the performance of Tenant's obligations under this Lease.

1.2 Exhibits.

The Exhibits listed below are attached to and incorporated in this Lease. In the event of any inconsistency between such Exhibits and the terms and provisions of this Lease, the terms and provisions of the Exhibits will control. The Exhibits to this Lease are:

- Exhibit A - Plan Delineating the Premises
- Exhibit A-1 - Site Plan of Center
- Exhibit B - Possession and Leasehold Improvements Agreement
- Exhibit C - Occupancy Estoppel Certificate
- Exhibit D - Rules and Regulations
- Exhibit E - Exclusives and Prohibited Uses
- Exhibit F - Form of Guaranty
- Exhibit G - Reserved
- Exhibit H - Landlord's Signage Criteria

1.3 Additional Definitions.

In addition to those terms defined above and in other sections of this Lease, the following defined terms when used in this Lease have the meanings indicated:

(a) "Additional Rent" means the portion of the Rent equal to Tenant's Share of (i) the amount of Expenses for each Fiscal Year ("Additional Expenses"); and (ii) the amount of Taxes for each Fiscal Year ("Additional Taxes"), together with any other items constituting Additional Rent hereunder.

(b) "Center" means that certain shopping center known as THE SHOPS AT BOCA CENTER located in Palm Beach County, Florida and as shown on the Site Plan attached hereto as Exhibit A-1 and containing approximately 116,275 rentable square feet. The Center is located on the Land (as defined below), which is also improved with landscaping, parking facilities and other improvements, fixtures and common areas and appurtenances now or hereafter placed, constructed or erected on the Land (sometimes hereinafter referred to as the "Project," which Project is also more commonly known as Boca Center and 1800/1850 Boca Center, Boca Raton, Florida). The Center's address is 5050 (North Building) and 5250 (South Building) Town Center Circle, Boca Raton, Florida 33486. The building in which the Premises are located is referred to herein as the "Building."

(c) "Business Hours" means the hours from 8:00 a.m. to 6:00 p.m. on Monday through Friday and from 8:00 a.m. to 12:00 p.m. on Saturday, excluding Holidays

(d) "Common Areas" means all interior and exterior common and public areas located within the Project and the Center for the general use, in common by tenants within the Project and the Center, their officers, agents, employees and customers and which are not building sites, or are not now or hereafter held for lease or occupation by Landlord, its successors or assigns, or used by other persons entitled to exclusive occupation thereof. If the Center or Project is connected to other buildings by underground tunnels or elevated bridges over public streets, Common Areas will include such bridges and tunnels; provided, however, that Landlord and owners of such other buildings will have the right in their sole discretion to adopt rules and regulations relating to bridge and tunnel use.

(e) "Construction Administration Fee" means three percent (3%) of the total "hard" and "soft" costs of the Leasehold Improvements (as defined in Exhibit B attached hereto), Alterations (as hereinafter defined) or other work (performed by or on behalf of Tenant) in question.

(f) "Default Rate" means the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate permitted by applicable law.

(g) “Encumbrance” means any ground lease, mortgage or deed of trust now or later encumbering the Center, and to all their renewals, modifications, supplements, consolidations and replacements.

(h) “Expenses” means the aggregate of any and all costs (other than those expressly excluded below) incurred or accrued during each calendar year according to generally accepted accounting principles for operating, managing, administering, equipping, securing, protecting, repairing, replacing, renewing, cleaning, maintaining, decorating, inspecting, and providing water, sewer and other energy and utilities to the Common Areas, including, but not limited to gardening and landscaping, costs of public liability and property damage and other insurance, repairs, line painting, paving and resurfacing, lighting, electricity, sewer and water allocable to the Project and/or the Center, sign maintenance, Project and/or Center advertising, music systems, sanitary control, removal of trash, rubbish, garbage and other refuse from the Center, the Project and the Common Areas, but not from the Premises; (ii) administrative fees in an amount equal to three and one-half percent (3.5%) of the gross revenue of the Project (provided that if Landlord elects to use the services of a managing agent, Expenses will include, instead of administrative fees, management fees calculated in the same manner as administrative fees); (iii) fees and expenses (including reasonable attorney’s fees) incurred in contesting the validity of any Laws that would cause an increase in Expenses; (iv) depreciation on personal property and moveable equipment which is or should be capitalized on Landlord’s books; (v) occupancy costs associated with the Project and Project management office, consisting of Base Rent costs plus the proportionate share of Expenses and Taxes attributable to such office; (vi) capital expenses made by reason of insurance requirements and costs (whether capital or not) that are incurred in order to conform to changes subsequent to the Date in any Laws, or that are made by reason of insurance requirements, or that are intended to reduce Expenses or the rate of increase in Expenses (such costs will otherwise be charged to Expenses in annual installments over the useful life of the items for which such costs are incurred [in the case of items required by changes in Laws or insurance requirements] or over the period Landlord reasonably estimates that it will take for the savings in Expenses achieved by such items to equal their cost [in the case of items intended to reduce Expenses or their rate of increase], and in either case together with interest, each calendar year such costs are charged to Expenses, on the unamortized balance at an interest rate of one percent (1%) in excess of the average Prime Rate in effect during such calendar year); and (vi) any assessments paid by Landlord in connection with the Project. For each calendar year during the Term, the amount by which those Expenses that vary with occupancy (such as, but not limited to, cleaning costs, waste disposal, management fees and utilities) would have increased had the Project been one hundred percent (100%) occupied and operational and had all Project services been provided to all tenants will be reasonably determined and the amount of such increase will be included in Expenses for such calendar year. Landlord shall have the right, from time to time, to equitably re-allocate and prorate some or all of the Expenses among different tenants and/or different buildings of the Project and/or on a building-by-building basis (the “Cost Pools”). Such Cost Pools may include, without limitation, the office space tenants and retail space

tenants of the buildings in the Project. The parties further agree that the computation of Expenses pursuant to this Section 1.3(h) shall never be less than the actual Expenses for the preceding year.

(i) "Fiscal Year" means Landlord's fiscal year, which ends on December 31st of each calendar year and may be changed at Landlord's discretion.

(j) "Force Majeure" means any acts of God, governmental restriction, strikes, labor disturbances, governmental (whether Federal, state or local in nature) restrictions, limitation or closures, including, without limitation, those arising from, or in response to, any public health emergencies, such as the COVID-19 global pandemic, shortages of labor, fuel, materials or supplies, riots, war, acts of terrorism, or any other cause or event beyond the parties' reasonable control (but not because of insolvency, lack of funds or other financial cause), by which either party is hindered or prevented from performance of any act under this Lease, then performance of such act shall be excused for the period during which such performance is rendered impossible; and time for performance shall be extended accordingly. However, Force Majeure shall not relieve either party from any obligation under this Lease. No such delay shall constitute an actual or constructive eviction in whole or in part, or entitle Tenant to any abatement or diminution of rents or other charges due, or impose any liability upon Landlord or its agents because of inconvenience to Tenant or injury to or interruption of Tenant's business.

(k) "Holidays" means statutory or legal holidays upon which banks in the State of Florida are closed for business.

(l) "Land" means the real property located at 1800 N. Military Trail, in the City of Boca Raton, County of Palm Beach, State of Florida as set forth in Schedule 1 attached hereto, less any portions that may be conveyed separately from the Project by Landlord from time to time, plus any additional real property located proximate to the Land that may be operated by Landlord from time to time in conjunction with the Land.

(m) "Laws" means any and all present or future federal, state or local laws, statutes, ordinances, rules, regulations or orders of any and all governmental or quasi-governmental authorities having jurisdiction.

(n) "Lease Year" means each successive period of twelve (12) calendar months during the Term from and after the Rent Commencement Date (as hereinafter defined), ending on the same day and month (but not year, except in the case of the last Lease Year) as the day and month on which the Expiration Date will occur. If the Rent Commencement Date is not the first (1st) day of a calendar month, then the first (1st) Lease Year will be deemed to end on the last day of the calendar month in which the first (1st) anniversary of the Rent Commencement Date shall occur. Each full calendar month during a Lease Year shall be referred to herein as a "Lease Month," provided, however, that if the Rent Commencement Date is not the first (1st) day of a month, then the first (1st) Lease Month

shall be deemed to end on the last day of the first (1st) full calendar month following the calendar month in which the Rent Commencement Date shall occur.

(o) "Prime Rate" means the rate of interest announced from time to time by Citibank, N.A., or any successor to it, as its prime rate. If Citibank, N.A. or any successor to it ceases to announce a prime rate, Landlord will designate a reasonably comparable financial institution for purposes of determining the Prime Rate. If more than one Prime Rate is announced by Citibank, N.A. or its successor, then Landlord shall designate the applicable Prime Rate.

(p) "Rent" means the Base Rent, Additional Rent and all other amounts required to be paid by Tenant under this Lease.

(q) "Taxes" means the amount incurred or accrued during each Fiscal Year according to generally accepted accounting principles for that portion of the following items that is allocable to the Land, Project and Center: all ad valorem real and personal property taxes and assessments, special or otherwise, levied upon or with respect to the Land, Project or Building, the personal property used in operating the Project and Building, and the rents and additional charges payable by tenants of the Project and Building, and imposed by any taxing authority having jurisdiction; all taxes, levies and charges which may be assessed, levied or imposed in replacement of, or in addition to, all or any part of ad valorem real or personal property taxes or assessments as revenue sources, and which in whole or in part are measured or calculated by or based upon the Land, Project or Center, the leasehold estate of Landlord or the tenants of the Project and Building, or the rents and other charges payable by such tenants; capital and place-of-business taxes, and other similar taxes assessed relating to the Project and Building; and any reasonable expenses incurred by Landlord in attempting to reduce or avoid an increase in Taxes, including, without limitation, reasonable legal fees and costs. Taxes will not include any net income taxes of Landlord. Tenant acknowledges that Taxes may increase during the Term and that if the any or of all of the Center, Project or Land are currently (or may in the future be) subject to a Taxes abatement program and such program ceases to benefit any or all of the Center, Project or Land, during the Term, Taxes will increase. Landlord shall have the right, from time to time, to equitably allocate and prorate some or all of the Taxes among different tenants and/or different buildings of the Project and/or on a building-by-building basis (the "Tax Pools"). Such Tax Pools may include, without limitation, the office space tenants and retail space tenants of the buildings in the Project.

2. GRANT OF LEASE.

2.1 Demise.

Subject to the terms, covenants, conditions and provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the non exclusive right to use the Common Areas, for the Term. Except as otherwise provided herein, this

Lease and Tenant's rights hereunder are subject and subordinate to all matters affecting Landlord's title to the Project recorded in the Real Property Records of the County in which the Center is located, prior to and subsequent to the date hereof, including, without limitation, all covenants, conditions and restrictions. Tenant agrees for itself and all persons in possession or holding under it that it will comply with and not violate any such covenants, conditions and restrictions or other matters of record. Landlord reserves the right, from time to time, to grant such easements, rights and dedications as Landlord deems necessary or desirable, and to cause the recordation of parcel maps and covenants, conditions and restrictions affecting the Premises, the Center or the Land, as long as such easements, rights, dedications, maps, and covenants, conditions and restrictions do not materially interfere with the use of the Premises by Tenant or materially affect Tenant's rights or obligations under this Lease. At Landlord's request, Tenant shall join in the execution of any of the aforementioned documents as long as the same do not materially interfere with the use of the Premises by Tenant or materially affect Tenant's rights or obligations under this Lease.

2.2 Quiet Enjoyment.

Landlord covenants that during the Term Tenant will have quiet and peaceable possession of the Premises, subject to the terms, covenants, conditions and provisions of this Lease, and Landlord will not disturb such possession except as expressly provided in this Lease. Tenant shall have access to the Center and the Premises twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days a year. Landlord shall have the right in its sole discretion, at any time and from time to time, without notice to Tenant, to undertake (i) renovation or (ii) further development of the Center, Project or Land; provided that such renovation or development by Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises.

2.3 Landlord And Tenant Covenants.

Landlord covenants to observe and perform all of the terms, covenants and conditions applicable to Landlord in this Lease. Tenant covenants to pay the Rent when due, and to observe and perform all of the terms, covenants and conditions applicable to Tenant in this Lease.

3. TERM.

3.1 Commencement Date and Rent Commencement Date.

"Commencement Date" means the date on which Landlord delivers the Premises to Tenant in "as is," "where is" condition, "with all faults."

"Rent Commencement Date" means one hundred twenty (120) days following the Commencement Date.

3.2 Surrender.

Upon the expiration or other termination of the Term, Tenant will immediately vacate and surrender possession of the Premises in good order, repair and conditions, except for ordinary wear and tear. Upon the expiration or other termination of the Term, Tenant agrees to remove (a) all low voltage wires and related equipment located above the ceiling of the Premises if installed by Tenant, (b) all changes, additions and improvements to the Premises the removal of which Landlord requested or approved according to this Lease at the time Landlord consented to their installation and (c) all of Tenant's trade fixtures, inventory, racking, furniture, equipment (including related cabling and wiring) and other personal property. Tenant will pay Landlord on demand the cost of repairing any damage to the Premises or Center caused by the installation or removal of any such items. Any of Tenant's property remaining in the Premises will be conclusively deemed to have been abandoned by Tenant and may be appropriated, stored, sold, destroyed or otherwise disposed of by Landlord without notice or obligation to account to or compensate Tenant, and Tenant will pay Landlord on demand all costs incurred by Landlord relating to such abandoned property.

3.3 Holding Over.

Tenant understands that it does not have the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by Landlord, including, without limitation, consequential damages, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as required by this Lease, including, without limitation, any claims made by any succeeding tenant founded on any delay. If Tenant holds over after the Expiration Date or earlier termination of this Lease without Landlord's prior written consent, Tenant will be deemed a tenant at sufferance, at a daily Rent, payable in advance, equal to two hundred percent (200%) of the Rent per day payable immediately prior to the Expiration Date (without regard to any abatement or reduction of Rent or other alternative rent actually in effect at such time), and Tenant will be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a tenancy at sufferance. No holding over by Tenant or payments of money by Tenant to Landlord after the Expiration Date or earlier termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises.

3.4 Renewal Right.

Tenant shall have the right to renew the Term of this Lease for one (1) period of five (5) years (the "Renewal Term") by giving Landlord written notice not less than fifteen (15) months prior to the expiration of the initial Term that Tenant has exercised such renewal right, subject to the following conditions:

(a) There shall not be a Default by Tenant under this Lease at the time any such notice is given or, unless waived in writing by Landlord in Landlord's sole and absolute discretion, at the time of the commencement of the Renewal Term.

(b) Tenant shall occupy the Premises during the Renewal Term under the same terms and conditions as specified in this Lease, except Tenant shall lease the Premises in its then "as-is" condition, with Tenant being entitled to no additional tenant improvement allowance or other right to require that improvements be made to the Premises, and the Base Rent for the Renewal Term shall be the then Market Rate (as defined below), but not less than the Base Rent for the Premises in effect immediately prior to the commencement of the Renewal Term.

(c) As used herein, and subject to subsection (b) immediately above, the term "Market Rate" shall be initially determined by Landlord as the amount of base annual rent per square foot then being charged in comparable first-class mixed use centers located in the downtown area of Boca Raton for space comparable to the Premises and taking into consideration all other relevant factors establishing similarity or dissimilarity between the comparable lease and the leasing of the Premises to Tenant for the Renewal Term, including, without limitation, escalations, length of lease term, size and location of the Premises, quality and creditworthiness of the tenants, amenities offered, location of building, the cost and provision of parking spaces and other generally applicable concessions, allowances, terms and conditions of tenancy. In determining the Market Rate, Landlord shall be entitled to accord the greatest weight to recent transactions in the Center. The reference to the foregoing factors is illustrative only and the presence or absence of such factors shall be taken into account in determining the Market Rate.

(d) Within thirty (30) days after Landlord receives the notice of Tenant's exercise of the renewal right for the Renewal Term, Landlord shall notify Tenant of the proposed Market Rate, as well as the rate of escalation, applicable to the Renewal Term. In the event that Landlord and Tenant are not able to agree as to the Market Rate and the applicable escalation rate within thirty (30) days following good faith negotiation, Tenant's right of renewal as provided in this Section 3.4 shall terminate.

(e) Tenant shall not be entitled to enter into more than one (1) Renewal Term.

(f) In the event Tenant fails to timely notify Landlord in the manner herein specified, Tenant shall be conclusively deemed to have waived its right to enter into the Renewal Term.

(g) The renewal right set forth in this Section 3.4 shall be subject to Tenant's financial condition at the time of the exercise of the Renewal Term being comparable, as determined by Landlord, in all material respects to or better than that as exists on the Commencement Date. In determining whether the requirements of the foregoing provision are satisfied, all aspects of Tenant's financial condition (including, without limitation, net

worth, liquidity and credit ratings by recognized rating agencies) may be examined by Landlord.

4. RENT.

4.1 Base Rent.

Commencing on the Rent Commencement Date and then throughout the Term, Tenant agrees to pay Landlord Rent according to the provisions of this Lease. Base Rent during each Lease Year (or portion of a Lease Year) will be payable in monthly installments in the amount specified for such Lease Year (or portion) in the definition of "Base Rent" set forth above, together with sales tax thereon, in advance, on or before the first (1st) day of each and every month during the Term. However, if the Rent Commencement Date falls on other than the first (1st) day of a month, or if the term ends on other than the last day of a month, Base Rent for such partial month will be appropriately prorated. Further, if the Rent Commencement Date falls on other than the first (1st) day of a month, unless Tenant has previously paid the first (1st) month's Base Rent upon execution of this Lease, Tenant shall pay a full first (1st) month's Base Rent together with the appropriate prorated portion of the Base Rent for the month in which the Term begins, on the Rent Commencement Date of this Lease.

4.2 Percentage Rent.

(a) Payment of Percentage Rent. Tenant shall pay to Landlord Percentage Rent each Lease Year equal to the applicable percentage of the amount by which Gross Sales exceed the applicable Breakpoint for such Lease Year set forth in Article 1. Tenant shall pay Percentage Rent for each Lease Year without notice or demand within thirty (30) days after the end of each Lease Year; provided, however, that if Tenant shall reach or achieve the applicable Gross Sales Breakpoint prior to the expiration of a particular Lease Year, then Tenant shall pay Percentage Rent hereunder commencing on the first (1st) day of the calendar month following the calendar month in which the Breakpoint shall have been achieved. If Base Rent is abated or reduced for any reason during any Lease Year, the Breakpoint for such period shall be reduced proportionately.

(b) Gross Sales Records. Tenant shall ensure that the business of Tenant and of any subtenant, licensee or concessionaire in, at or from the Premises is operated such that the following books and records (collectively, "Tenant's Records") are prepared, preserved and maintained in accordance with generally accepted accounting principles: (i) daily dated sealed, continuous, cash register tapes, (ii) serially numbered sales slips, (iii) settlement report sheets of transactions with subtenants, concessionaires and licensees, (iv) bank statements, (v) general ledger or summary record of all receipts and disbursements from operations in, at or from the Premises, (vi) state and local sales and use tax returns, and (vii) such other records that would normally be kept pursuant to generally accepted accounting principles, or as the Landlord may reasonably require in order to determine

Gross Sales hereunder. Tenant's Records shall not include Tenant's confidential payroll information (employee salaries, bonuses, vacation time, etc.) or any other proprietary information of Tenant that does not relate to Tenant's Gross Sales under generally accepted accounting principles. A separate bank account shall be maintained for all revenue from the Premises and no funds from any other source shall be deposited in such account. Tenant shall retain Tenant's Records at the Premises or at the home or regional office of Tenant for at least three (3) years from the later of (a) the end of the Lease Year to which they are applicable or (b) the date Tenant has submitted Tenant's Records to Landlord for the applicable Lease Year, provided, however, in the event of an audit or if a controversy should arise between the Landlord and Tenant regarding Percentage Rent, until such audit or controversy is terminated, even though such retention period may be after the expiration of the Term or earlier termination of this Lease.

(c) Gross Sales Statements. During the Term, Tenant shall provide Landlord at the place where Rent is paid with a monthly statement of Gross Sales within fifteen (15) days after the end of each calendar month and shall further provide Landlord with an annual statement of Gross Sales within thirty (30) days after the end of each Lease Year, which shall show Gross Sales and an itemization of any exclusions or deductions therefrom as permitted under this Lease for such Lease Year. If any Percentage Rent is due for such Lease Year, the payment shall be made as set forth in Section 4.2(a) above. Such Gross Sales Statement shall be certified to be true, complete and correct by an independent certified public accountant reasonably satisfactory to Landlord, or at Tenant's option (if Landlord has not exercised its rights under Section 4.2(d) below) by Tenant's chief financial officer. Tenant shall require that any subtenant, licensee or concessionaire furnish similar statements to Landlord. The obligations of Tenant to furnish the Gross Sales Statement required herein shall survive the expiration or termination of this Lease.

(d) Audits. Landlord may from time to time (but not more frequently than once each calendar year), upon at least ten (10) business days' notice to Tenant, at Landlord's sole cost and expense (except as otherwise provided below in the case of an understatement of Gross Sales) cause a complete audit or examination to be made of Tenant's Records and such books and records of any subtenant, licensee or concessionaire for all or any part of the three (3) Lease Years immediately preceding such notice. During such audit, Landlord or its authorized representatives shall have full and free access to Tenant's Records (which shall be made available to Landlord at the Premises if Tenant's Records are not maintained in the State of Florida) and the right to require that Tenant, its agents and employees, furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. If such audit or examination discloses that any of Tenant's Gross Sales Statements understates Gross Sales made during any Lease Year by one percent (1%) or more, or if Tenant shall have failed to furnish Landlord any monthly Gross Sales statements during any Lease Year or shall have failed to prepare and maintain Tenant's Records as required herein, Tenant shall pay Landlord the cost of such audit or examination, including travel and related expenses, and any deficiency in Percentage Rent, with interest at the Default Rate. If such audit or examination shall disclose an understatement of more

than five percent (5%), Landlord shall have the right to terminate this Lease by written notice given to Tenant within six (6) months after such audit. Landlord's acceptance of Percentage Rent shall be without prejudice to the Landlord's examination, audit and other rights hereunder. Landlord's audit rights under this Section 4.2(d) shall be subject to the terms and conditions of Section 27.9 of this Lease (entitled "**Recording; Confidentiality**").

(e) Gross Sales Defined. "Gross Sales" shall mean the entire amount of the actual sales price, whether for cash, credit or otherwise, of all sales, leases and rentals of goods and services and all other income, revenue and receipts whatsoever from all business conducted at, on or from the Premises, including, without limitation: (i) mail, telephone, facsimile and other orders received or filled at the Premises, including but not limited to catalogue sales, (ii) deposits not refunded to purchasers, (iii) orders taken at the Premises although filled elsewhere, (iv) gross receipts from vending and game machines and lottery tickets (not to be construed to authorize vending or game machines or lottery tickets unless specifically set forth in the Use in Article 1), (v) sales price of gift and merchandise certificates, (vi) payments from other parties for shelf or advertising space at or respecting the Premises, (vii) the full value of all consideration other than money received, (viii) all other gross income or receipts from any business or operation at, on or from the Premises, and (ix) Gross Sales by any sublessee, concessionaire or licensee. Gross Sales shall not include (but Tenant shall keep separate records therefor as part of Tenant's Records): (a) returns to shippers or manufacturers, (b) proceeds from the sale of used trade fixtures, (c) any cash or credit refunds made upon any sale in or from the Premises where the merchandise is returned by the purchaser, (d) any sales or excise tax imposed by any duly constituted governmental authority, so long as the amount thereof is added to the sales price, collected from the customer and paid by Tenant to such to governmental authority (provided that no income or franchise tax, capital stock tax, tax based upon gross receipts, assets or net worth, or similar tax shall be deducted from Gross Sales), and (e) the exchange of merchandise between the stores and warehouses of Tenant, if any, where such exchange of merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale that otherwise would be made in or from the Premises. No exclusion shall be allowed for any uncollected or uncollectible amounts or reserves therefor, nor for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided herein. Trade-ins shall not reduce the sale price of the item sold for purposes hereof. Layaway, credit and installment sales shall be included in the month in which the goods or services are delivered or provided, or in which any portion of the payment is received, whichever first occurs, regardless of when or whether full payment is received from credit card companies.

4.3 Additional Rent.

(a) Payment of Additional Rent. Tenant agrees to pay Landlord, as Additional Rent, in the manner provided below for each Fiscal Year that contains any part of the Term, Tenant's Share of (i) Additional Expenses for such Fiscal Year; and (ii) Additional Taxes for such Fiscal Year.

(b) Estimated Payments. Prior to or as soon as practicable after the beginning of each Fiscal Year, Landlord will notify Tenant of Landlord's estimate of Tenant's Share of Additional Expenses and Additional Taxes for the ensuing Fiscal Year. On or before the first day of each month during the ensuing Fiscal Year, commencing on the Rent Commencement Date, Tenant will pay to Landlord, in advance, one twelfth (12th) of such estimated amounts, provided that until such notice is given with respect to the ensuing Fiscal Year, Tenant will continue to pay on the basis of the prior Fiscal Year's estimate until the month after the month in which such notice is given. In the month Tenant first pays based on Landlord's new estimate, Tenant will pay to Landlord one-twelfth (12th) of the difference between the new estimate and the prior year's estimate for each month which has elapsed since the beginning of the current Fiscal Year. If at any time or times it appears to Landlord that Tenant's Share of Additional Expenses or Tenant's Share of Additional Taxes for the then-current Fiscal Year will vary from Landlord's estimate by more than five percent (5%), Landlord may, by notice to Tenant, revise its estimate for such year and subsequent payments by Tenant for such year will be based upon the revised estimate.

(c) Annual Settlement. As soon as practicable after the close of each Fiscal Year, Landlord will deliver to Tenant its statement of Tenant's Share of Additional Expenses and Additional Taxes for such Fiscal Year. If on the basis of such statement Tenant owes an amount that is less than the estimated payments previously made by Tenant for such Fiscal Year, Landlord will either refund such excess amount to Tenant or credit such excess amount against the next payment(s), if any, due from Tenant to Landlord. If on the basis of such statement Tenant owes an amount that is more than the estimated payments previously made by Tenant for such Fiscal Year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of such statement. If this Lease commences on a day other than the first day of a Fiscal Year or terminates on a day other than the last day of a Fiscal Year, Tenant's Share of Additional Expenses and Additional Taxes applicable to the Fiscal Year in which such commencement or termination occurs will be prorated on the basis of the number of days within such Fiscal Year that are within the Term.

(d) Final Payment. Tenant's obligation to pay the Additional Rent and Landlord's obligation to refund or credit any overpayment of Additional Rent provided for in this Section 4.3 which is accrued but not paid for periods prior to the expiration or early termination of the Term will survive such expiration or early termination. Prior to or as soon as practicable after the expiration or early termination of the Term, Landlord may submit an invoice to Tenant stating Landlord's estimate of the amount by which Tenant's Share of Additional Expenses and Additional Taxes through the date of such expiration or early termination will exceed Tenant's estimated payments of Additional Rent for the Fiscal Year in which such expiration or termination has occurred or will occur. Tenant will pay the amount of any such excess to Landlord within thirty (30) days after the date of Landlord's invoice, and, if this Lease shall expire on or before June 30 of a given calendar year, Landlord will refund any overpayment to Tenant within thirty (30) days following such expiration date, and if this Lease shall expire after June 30 of a given year,

then any such refund shall be payable within thirty (30) days following Landlord's completion of the applicable year-end reconciliation of Additional Expenses and Additional Taxes, provided that Landlord shall use commercially reasonable efforts to complete such reconciliation as expeditiously as possible.

4.4 Other Taxes.

Tenant shall be responsible for the following taxes and will reimburse Landlord upon demand for any and all such taxes payable by Landlord (other than net income taxes and taxes included in Taxes) whether or not now customary or within the contemplation of Landlord and Tenant: (a) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises; (b) on the value of leasehold improvements to the Premises in excess of the Leasehold Improvements as provided in the Possession and Leasehold Improvements Agreement set forth in Exhibit B; (c) upon or measured by Rent; (d) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Premises; and (e) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it is not lawful for Tenant to reimburse Landlord, the Base Rent payable to Landlord under this Lease will be revised to yield to Landlord the same net rental after the imposition of any such tax upon Landlord as would have been payable to Landlord prior to the imposition of any such tax.

4.5 Terms Of Payment.

All Base Rent, Additional Rent and other Rent will be paid to Landlord in lawful money of the United States of America, at Landlord's Billing Address or to such other person or at such other place as Landlord may from time to time designate in writing, without notice or demand and without right of deduction, abatement or setoff, except as otherwise expressly provided in this Lease.

4.6 Interest On Late Payments/Late Fee.

If Tenant fails to make any payment of Rent within five (5) business days after the date when payment is due, Tenant shall pay to Landlord, as Additional Rent, a late charge to cover extra administrative costs and loss of use of funds equal to (a) five percent (5%) of the amount due for the first month or portion thereof that such amount is past due, plus (b) interest on the amount remaining unpaid after the month of initial delinquency at the Default Rate. Landlord's acceptance of any Rent after it has become due and payable shall not excuse any delays with respect to future Rent payments or constitute a waiver of any of Landlord's rights under this Lease.

4.7 Right To Accept Payments.

No receipt by Landlord of an amount less than Tenant's full amount due will be deemed to be other than payment "on account", nor will any endorsement or statement on any check or any accompanying letter effect or evidence an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any right of Landlord. No payments by Tenant to Landlord after the expiration or other termination of the Term, or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant, will reinstate, continue or extend the Term or make ineffective any notice given to Tenant prior to such payment. After notice or commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due under this Lease, and such receipt will not void any notice or in any manner affect any pending suit or any judgment obtained.

4.8 Advance Rental Deposit.

In addition to the Security Deposit, simultaneously with Tenant's execution of this Lease, Tenant shall tender to Landlord a sum equal to the first (1st) monthly installments of Base Rent and recurring Additional Rent becoming due and payable under this Lease (i.e., \$6,674.28, inclusive of sales tax) (the "Advance Rent Deposit"), which Advance Rent Deposit shall be applied toward the first (1st) installments of monthly Base Rent and recurring Additional Rent becoming due and payable under this Lease (inclusive of applicable sales tax) following the end of the Rent Abatement Period, if applicable.

5. CONDITION OF PREMISES.

Subject to any provision of this Lease concerning the making of Leasehold Improvements by Landlord in the Premises (if any), by taking possession of the Premises hereunder, Tenant accepts the Premises as being in good order, condition and repair, and otherwise as is, where is and with all faults. Except as may be expressly set forth in this Lease, including Section 2 of Exhibit B, Tenant acknowledges that neither Landlord, nor any employee, agent or contractor of Landlord has made any representation or warranty concerning the Land, Project, Center, Common Areas or Premises, or the suitability of either for the conduct of Tenant's business. The Premises do not include any areas above the finished ceiling or below the finished floor covering installed in the Premises or any other areas not shown on Exhibit A as being part of the Premises. Landlord reserves, for Landlord's exclusive use, any of the following (other than those installed for Tenant's exclusive use) that may be located in the Premises: janitor closets, stairways and stairwells; fan, mechanical, electrical, telephone and similar rooms; and elevator, pipe and other vertical shafts, flues and ducts.

6. USE AND OCCUPANCY.

6.1 Use.

(a) Tenant agrees to open to the public for the Use in all or substantially all of the Premises, fully fixtured, stocked and staffed, within sixty (60) days following the Rent Commencement Date, and thereafter operate in all or substantially all of the Premises for the Use during the Minimum Tenant Business Hours, subject to the terms and conditions of this Section 6.1. In the event Tenant fails to satisfy the provisions of this Section 6.1, then Tenant shall be in default under this Lease (subject to notice and cure provisions), and Landlord shall have any and all remedies herein provided. If Tenant desires to operate the Premises during additional hours beyond the Minimum Tenant Business Hours, Tenant shall first obtain Landlord's written approval (which may be withheld in Landlord's sole discretion), and Tenant shall pay all additional costs and expenses and Landlord's reasonable charges in connection therewith, including, without limitation, any additional utilities, trash removal, cleaning and security services. Without limiting the generality of the foregoing, Landlord reserves the right to close the Center on holidays or certain hours of holidays, including New Year's Day, Thanksgiving and Christmas.

(b) Tenant agrees to use and occupy the Premises only for the Use or for such other purpose as Landlord expressly authorizes in writing, in Landlord's discretion. In no event shall Tenant use all or any portion of the Premises in violation of the prohibited uses and/or exclusive uses set forth in Exhibit E attached hereto.

(c) The use of the Premises permitted under Section 6.1(a) above shall not include, and Tenant shall not use, or permit the use of, the Premises or any part thereof for: (i) the offices or business of a governmental or quasi-governmental bureau, department or agency, foreign or domestic, including an autonomous governmental corporation or diplomatic or trade mission; or (ii) conduct or maintenance of any gambling or gaming activities or any political activities or any club activities, or a school or employment or placement agency.

(d) Tenant shall conduct Tenant's business only under Tenant's Trade Name set forth in Section 1.1(1) of this Lease, or such other trade name as may be approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) Radius Restriction. Tenant and Tenant's affiliates, parents, subsidiaries and principals shall not directly or indirectly own, operate, control, engage in or have a financial interest in any business similar to the Use (including a department or concession in another store), or use or permit the use of the same or similar tradenames, within a five (5) mile radius from the Center, provided, however, that nothing herein shall prevent the operation of any of Tenant's existing stores under their present tradenames, or require that Tenant violate any laws.

(f) Exclusive Covenant.

(i) Grant of Exclusive. Provided that, and only for so long as, (A) this Lease is in full force and effect, (B) Tenant is open and is continuously operating in all or substantially all of the Premises for the Use and (C) Tenant is not in Default of any of its obligations under this Lease beyond any and all applicable notice and cure periods, then, in such event, Landlord agrees (the "Exclusive Covenant") that, from and after the date of this Lease, Landlord will not enter into a lease of other space within the Center which permits the premises demised thereunder to be used by the tenant in question primarily for the retail sale of Vegan health and beauty products (the "Exclusive Use"). Notwithstanding anything contained herein to the contrary, the Exclusive Covenant shall not apply to any "Permitted Lease," which means: (1) any lease of "anchor" space in the Center, as reasonably determined by Landlord; (2) any lease that was executed prior to the Date of this Lease and is in effect as of the Date of this Lease (an "Existing Lease"); (3) a renewal or extension of a Existing Lease (whether pursuant to an express right under such Existing Lease or otherwise); (4) a sublease under any such Existing Lease; (5) an assignment of any such Existing Lease; or (6) a replacement of an Existing Lease for the same or reasonably similar use. In addition to the foregoing, a business (other than the business conducted at the Premises) shall not be deemed to use its premises in the Center primarily for the Exclusive Use if either: (A) it devotes less than thirty-five percent (35%) of the rentable square footage of such premises to the Exclusive Use; or (B) on an annual basis, less than thirty-five percent (35%) of the gross sales from such premises are generated by the Exclusive Use.

(ii) Illegality. The Exclusive Covenant shall lapse and be of no further force or effect in the event any action of proceeding is commenced against Landlord by any party, public or private, and the Exclusive Covenant is held invalid or unenforceable by any court or agency of competent jurisdiction, or if the Exclusive Covenant is rendered invalid or unenforceable by any law, statute, ordinance, rule or regulation.

(iii) Exclusive Personal to Tenant. The right set forth in this Section 6.1(f) shall be personal to the original Tenant hereunder and any attempt to assign such right shall be null and void.

(iv) Remedy in the Event of Intentional or Willful Violation of Exclusive Covenant. If the Exclusive Covenant shall be violated, and said violation is the result of Landlord's having willfully and intentionally entered into a lease with a third party tenant in violation of the Exclusive Covenant (an "intentional or willful violation"), Tenant shall not be entitled to terminate this Lease, but Tenant shall be entitled to seek all other remedies available to it, at law and in equity, because of such violation, including, without limitation, a temporary restraining order and preliminary injunction issued by an court of competent jurisdiction; provided, however, if such intentional or willful violation continues for a period of forty-five (45) days after written notice thereof from Tenant to Landlord as of the date Tenant first provides Landlord with written notice of such violation, then, as Tenant's

sole and exclusive remedy on account of such intentional or willful violation, Tenant may abate the then current Base Rent (but not any other items of Rent) in an amount equal to fifty percent (50%) of the amount otherwise then due and payable under this Lease (“Violation Rent”) until such time as the violation is cured; provided, however, that if Tenant shall pay Violation Rent on account of any such intentional or willful violation by Landlord for more than three hundred sixty-five (365) consecutive days, then, effective as of the next business day following the end of said three hundred sixty-five (365) day period, either: (A) Tenant shall revert to paying one hundred percent (100%) of the Base Rent then due and payable under this Lease, without reduction, and regardless of whether the intentional or willful violation by Landlord shall then be continuing, or (B) this Lease shall automatically terminate. Except as specifically set forth above, Tenant acknowledges that it shall have no right to terminate this Lease or to withhold any rent in the event of any violation of the Exclusive Covenant.

(v) Remedies in the Event of Non-Intentional or Non-Willful Violation of Exclusive Covenant. If the Exclusive Covenant shall be violated and same is not an “intentional or willful violation,” Tenant shall give Landlord written notice of the violation, and, provided Landlord proceeds as set forth in this subsection (v) to cause the cessation of the violation, Landlord shall have a period of ninety (90) days (or such longer period of time as shall be reasonably necessary) within which to use its best efforts to enjoin the violation and diligently to take such other steps as may be necessary or desirable to cause the cessation of the violation, including any and all necessary legal proceedings. If Landlord fails to proceed as provided herein, Tenant may deem said failure to be an intentional or willful violation under subsection (iv) above.

(vi) Tenant’s Self-Help Right. If Landlord has not proceeded as provided in subsection (v) above on account of a violation that is not “intentional or willful”, by commencing any action within thirty (30) days following Landlord’s receipt of written notice thereof from Tenant, then Tenant, at Landlord’s sole cost and expense, shall have the right to proceed in Landlord’s name to attempt to cause the cessation of the violation, in which event Landlord shall fully cooperate with Tenant, including executing documents confirming Tenant’s said right. Landlord shall reimburse Tenant its reasonable attorneys’ fees incurred after the date Tenant assumes Landlord’s right to proceed. In the event of a judicial determination that Landlord failed to restrict or prohibit other tenant(s) from using their premises subject to the provisions of this Section 6.1(f), same shall be deemed to be an intentional or willful violation.

6.2 Compliance.

(a) Tenant agrees to use the Premises in a safe, careful and proper manner, and to comply with all Laws applicable to Tenant’s use and occupancy of the Premises. If, (i) due to the nature or manner of any use or occupancy of the Premises by Tenant, or (ii) to a condition created by Tenant, or a breach of Tenant’s obligations hereunder or the negligence of Tenant or its invitees, or (iii) the requirement of installation or modification

of any gas, smoke or fire detector or alarm or any sprinkler or other system to prevent or extinguish fire or combustion or to promote fire safety, any improvements or alterations to the Premises or Center or changes in the services provided by Landlord according to this Lease are required to comply with any Laws, or with requirements of Landlord's insurers, then Tenant will pay all costs of the required improvements, alterations or changes in services.

(b) Landlord and Tenant agree that, during the Term, each will comply with all Laws governing, and all procedures established by Landlord for, the use, abatement, removal, storage, disposal or transport of any substances, chemicals or materials declared to be, or regulated as, hazardous or toxic under any applicable Laws ("Hazardous Substances") and any required or permitted alteration, repair, maintenance, restoration, removal or other work in or about the Premises, Center or Land that involves or affects any Hazardous Substances. Each party will indemnify and hold the other and the other's agents, servants, employees, invitees or contractors ("Affiliates") harmless from and against any and all claims, costs and liabilities (including reasonable attorneys' fees) arising out of or in connection with any breach by such party of its covenants under this Section 6.2(b). The parties' obligations under this Section 6.2(b) will survive the expiration or early termination of the Term.

(c) The parties hereby agree that throughout the Term of this Lease, the Landlord shall be responsible for compliance with the Americans With Disabilities Act of 1990 and all regulations issued by the U.S. Attorney General or other authorized agencies under the authority of such Act ("ADA") in the Common Areas of the Center (including but not limited to elevators), and the costs and expenses of such compliance shall be included in the Expenses, and that Tenant, at its sole cost and expense, shall be responsible for compliance with the ADA in the Premises. Tenant agrees that in the event it provides any plans or specifications for improvements, alterations or additions to the Premises pursuant to the terms and conditions of this Lease, Tenant shall be obligated to cause such plans to conform to all then applicable requirements of the ADA and shall otherwise cause them to be in accordance with the agreements contained in this Section 6.2(c) and Tenant shall notify Landlord of any particular requirements that Tenant may have to enable Landlord to meet its obligations under this Section 6.2(c). Tenant covenants and agrees to reimburse and indemnify Landlord for any expenses incurred by Landlord due to Tenant's failure to conform to the requirements of the ADA as agreed to in this Section 6.2(c), including, but not limited to, the cost of making any alterations, renovations or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties and damages awarded resulting from a violation of the ADA and all reasonable legal expenses incurred in defending such claims made under the ADA or in enforcing this indemnification, including, but not limited to, reasonable attorney's fees. Such indemnification shall survive the expiration or termination of this Lease.

6.3 Occupancy.

Tenant will not do or permit anything which obstructs or interferes with other tenants' rights or with Landlord's providing Center services, or which injures or annoys other tenants. Tenant will not cause, maintain or permit any nuisance in or about the Premises and will keep the Premises free of debris, and anything of a dangerous, noxious, toxic or offensive nature or which could create a fire hazard or undue vibration, heat or noise. If any item of equipment, building material or other property brought into the Center by Tenant or on Tenant's request causes a dangerous, noxious, toxic or offensive effect (including an environmental effect) and in Landlord's reasonable opinion such effect will not be permanent but will only be temporary and is able to be eliminated, then Tenant will not be required to remove such item, provided that Tenant promptly and diligently causes such effect to be eliminated, pays for all costs of elimination and indemnifies Landlord against all liabilities arising from such effect. Tenant will not make or permit any use of the Premises which may jeopardize any insurance coverage, increase the cost of insurance or require additional insurance coverage. If by reason of Tenant's failure to comply with the provisions of this Section 6.3: (a) any insurance coverage is jeopardized, then Landlord will have the option to terminate this Lease; or (b) insurance premiums are increased, then Landlord may require Tenant to immediately pay Landlord as Rent the amount of the increase in insurance premiums.

7. SERVICES AND UTILITIES.

7.1 Landlord's Standard Services.

During the Term, Landlord will operate and maintain the Center in compliance with all applicable Laws which are not the obligation of Tenant and according to those standards from time to time prevailing for similar retail centers in the area in which the Center is located. Landlord will provide the following services according to such standards, the costs of which will be included in Expenses to the extent permitted by this Lease.

(a) Repair, maintenance and replacement of all the exterior and structural elements of the Center, the Common Areas and all general mechanical, plumbing and electrical systems installed in the Center, excluding any portions of any mechanical, plumbing or electrical systems or heating, ventilation and air conditioning ("HVAC") systems that exclusively serve the Premises (including, without limitation, any HVAC system installed as part of the Leasehold Improvements under Exhibit B attached hereto, and any subsequent supplemental HVAC systems installed by or on behalf of Tenant), the repair and maintenance and replacement of which shall be Tenant's sole responsibility, at Tenant's sole cost and expense; and

(b) heating and air-conditioning the Common Areas only during Business Hours, at temperatures and in amounts as may be reasonably considered by Landlord to be

standard for properties of similar age, quality, location and size as the Center, subject to compliance with all applicable voluntary and mandatory regulations and laws.

7.2 Tenant's Utilities

Commencing on the Commencement Date, Tenant shall be solely responsible for and promptly pay all charges for water, gas, electricity or any other utility used or consumed in the Premises which are separately metered. Landlord shall have the right to require Tenant to obtain and install for the Premises, separate metering of any utility serving the Premises, and Tenant agrees to make payment directly to the utility company providing such service for all such separately metered utilities. If any such charges are not paid when due, Landlord may, at its option, pay the same, and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant as Additional Rent. In the event that any utility to the Premises shall not be separately metered, Landlord shall apportion the cost of such utility among the various tenants served thereby on either a square footage basis (based upon the proportion of the rentable square footage of the Premises as to the rentable square footage of the areas of the Center served by the utility) or based upon the intensity of use by Tenant, such basis to be determined by Landlord in its sole discretion. In the event of such apportionment, Tenant shall pay to Landlord monthly, as Additional Rent, Tenant's portion of the cost of such utility, within three (3) days of receipt of a statement from Landlord therefor. Should Landlord elect to supply the water, gas, electricity or any other utility used or consumed in the Premises, Tenant agrees to purchase and pay for the same as Additional Rent at the applicable rates filed by Landlord with the proper regulatory authority. In no event, however, shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises or the Center and same shall in no manner constitute an actual or constructive eviction of Tenant, nor entitle Tenant to any abatement of any Rent under this Lease.

8. REPAIRS.

8.1 Repairs Within The Premises.

Subject to the terms of this Lease, and except to the extent Landlord is required or elects to perform or pay for certain maintenance or repairs according to the terms of this Lease, Tenant will, at Tenant's own expense: (a) at all times during the Term, maintain the Premises (including but not limited to all windows and glass, store front, show windows, doors, windows, plate and window glass, floor covering, plumbing, electrical and sewerage system, facilities and appliances), all fixtures and equipment in the Premises and those portions of any plumbing or electrical or HVAC systems that exclusively serve the Premises (including, without limitation, any HVAC system installed as part of the Leasehold Improvements under Exhibit B attached hereto and any subsequent supplemental HVAC systems installed by or behalf of Tenant) in good order and repair and in a condition that complies with all applicable Laws, including, but not limited to, the HVAC units and ducts for the Premises; and (b) promptly and adequately repair all damage

to the Premises and replace or repair all of such fixtures, equipment and portions of the plumbing or electrical systems that are damaged or broken, all under the supervision and subject to the prior reasonable approval of Landlord. Tenant shall enter into an annual maintenance contract with respect to any and all HVAC systems exclusively serving the Premises with a service contractor licensed in the State of Florida and otherwise acceptable to Landlord. Tenant shall furnish to Landlord copies of annual services reports and copies of all underlying contracts and agreements relating to the same along with evidence of payment. All work done by Tenant or its contractors (which contractors will be subject to Landlord's reasonable approval) will be done in a good and workmanlike manner using only grades of materials at least equal in quality to Building standard materials and will comply with all insurance requirements and all applicable Laws.

8.2 Failure To Maintain Premises.

If Tenant fails to perform any of its obligations under the foregoing Section 8.1, then Landlord may perform such obligations and Tenant will pay as Rent to Landlord the cost of such performance, including an amount sufficient to reimburse Landlord for overhead and supervision, within ten (10) days after the date of Landlord's invoice. For purpose of performing such obligations, or to inspect the Premises, Landlord may enter the Premises upon not less than ten (10) days' prior notice to Tenant (except in cases of actual or suspected emergency, in which case no prior notice will be required) without liability to Tenant for any loss or damage incurred as a result of such entry, provided that Landlord will take reasonable steps in connection with such entry to minimize any disruption to Tenant's business or its use of the Premises.

8.3 Notice Of Damage.

Tenant will notify Landlord promptly after Tenant learns of (a) any fire or other casualty in the Premises; (b) any damage to or defect in the Premises, including the fixtures and equipment in the Premises, for the repair of which Landlord might be responsible; and (c) any damage to or defect in any parts of appurtenances of the Center's sanitary, electrical heating, air conditioning, elevator or other systems located in or passing through the Premises.

9. ALTERATIONS.

9.1 Alterations By Tenant.

Tenant may from time to time at its own expense make changes, additions and improvements to the Premises (individually or collectively referred to as "Alterations") to better adapt the same to its business, provided that any such Alterations (a) will comply with all applicable Laws and any rules and regulations pertaining to the demolition, construction and installation of improvements within the Center adopted by Landlord from time to time; (b) will be made only with the prior written consent of Landlord, which

consent will not be unreasonably withheld; (c) will equal or exceed Center standard; (d) will be carried out only by persons selected by Tenant and approved in writing by Landlord (except in the case of mechanical, electrical or plumbing contractors, which shall be contractors selected by Landlord), who will if required by Landlord deliver to Landlord before commencement of the work performance and payment bonds; (e) do not exceed or adversely affect the capacity, maintenance, operating cost or integrity of the Center's structure or any of its heating, ventilating, air conditioning, plumbing, mechanical, electrical, communications or other systems; (f) are approved by the holder of any Encumbrance; (g) do not violate any agreement which affects the Center or binds Landlord; and (h) do not alter the exterior of the Center in any way. Tenant will promptly pay, when due, the cost of all such work and, upon completion, Tenant will deliver to Landlord, to the extent not previously received by Landlord, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Tenant shall pay the Construction Administration Fee on all Alterations. Tenant will also pay any increase in property taxes on, or fire or casualty insurance premiums for, the Center attributable to such Alterations and the cost of any modifications to the Center outside the Premises that are required to be made in order to make the Alterations to the Premises. Tenant, at its expense, will have promptly prepared and submitted to Landlord reproducible as-built CAD plans of any such Alterations upon their completion. All Alterations to the Premises, whether temporary or permanent in character, made or paid for by Landlord or Tenant will, without compensation to Tenant, become Landlord's property upon installation. If at the time Landlord consents to their installation, Landlord requests or approves the removal by Tenant of any such Alterations upon termination of this Lease, Tenant will remove the same upon termination of this Lease as provided herein. All other Alterations will remain Landlord's property upon termination of this Lease and will be relinquished to Landlord in good condition, ordinary wear and tear excepted.

9.2 Alterations And Entry By Landlord.

Landlord may from time to time make repairs, changes, additions and improvements to the Project, Center, Common Areas, and those Center or Project systems necessary to provide the services that are required to be provided by Landlord under this Lease, and for such purposes Landlord may enter the Premises upon not less than ten (10) days' prior notice to Tenant (except in cases of actual or suspected emergency, in which case no prior notice will be required) without liability to Tenant for any loss or damage incurred as a result of such entry, provided that in doing so Landlord will not disturb or interfere with Tenant's use of the Premises and operation of its business any more than is reasonably necessary in the circumstances and will repair any damage to the Premises caused by such entry. No permanent change, addition or improvement made by Landlord will materially impair access to the Premises. In addition, Landlord and its agents, employees and contractors shall have the right to enter the Premises during Tenant's normal business hours, without undue interference with the conduct of Tenant's business therein, to inspect and examine the Premises and to exhibit the Premises to prospective purchasers or tenants (but as to prospective tenants only during the last twelve (12) months of the Term).

10. LIENS.

The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for Alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the “pith of the lease” under applicable Florida case law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys’ fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens.

11. INSURANCE.

11.1 Landlord’s Insurance.

Landlord shall procure and maintain the following:

(a) All risk property insurance on the Land. Landlord shall not be obligated to insure any furniture, equipment, trade fixtures, machinery, goods, or supplies which Tenant may keep or maintain in the Premises or any alteration, addition, or improvement which Tenant may make upon the Premises. In addition, Landlord may elect to secure and maintain rental income insurance. If the annual cost to Landlord for such property or rental income insurance exceeds the standard rates because of the nature of Tenant’s operations, Tenant shall, upon receipt of appropriate invoices, reimburse Landlord for such increased cost; and

(b) Commercial general liability insurance, which shall be in addition to, and not in lieu of, insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured on any policy of liability insurance maintained by Landlord.

11.2 Tenant’s Insurance.

(a) Required Coverages. Tenant, at Tenant’s expense, agrees to keep in force during the Term of this Lease:

1. Commercial general liability insurance which insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon,

involving, or arising out of the use, occupancy, or maintenance of the Premises and the Land. Such insurance shall afford, at a minimum, the following limits:

Each Occurrence \$2,000,000

General Aggregate \$3,000,000

Products/Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury Liability \$1,000,000

Fire Damage Legal Liability \$100,000

Medical Payments \$5,000

Any general aggregate limit shall apply on a per location basis. Tenant's commercial general liability insurance shall name Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, Barings LLC and Landlord's representatives, as additional insureds. This coverage shall be written on the most current ISO CGL form, shall include blanket contractual, premises-operations and products-completed operations and shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision.

2. Business automobile liability insurance covering owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit per occurrence.

3. Workers' compensation insurance in accordance with the laws of the state in which the Premises are located with employer's liability insurance in an amount not less than \$1,000,000.

4. Umbrella/excess liability insurance, on an occurrence basis, that applies excess of the required commercial general liability, business automobile liability, and employer's liability policies with the following minimum limits:

Each Occurrence \$5,000,000

Annual Aggregate \$5,000,000

These limits shall be in addition to and not including those stated for the underlying commercial general liability, business automobile liability, and employer's liability insurance required herein. Such excess liability policies shall name Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, and Landlord's representatives as additional insureds.

5. All risk property insurance including theft, sprinkler leakage and boiler and machinery coverage on all of Tenant's trade fixtures, furniture, inventory and other personal property in the Premises, and on any alterations, additions, or improvements made by Tenant upon the Premises all for the full replacement cost thereof. Tenant shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory and other personal property and for the restoration of Tenant's improvements, alterations, and additions to the Premises. Landlord shall be named as loss payee with respect to alterations, additions, or improvements of the Premises.

6. Business income and extra expense insurance with limits not less than one hundred percent (100%) of all charges payable by Tenant under this Lease for a period of twelve (12) months.

7. Business interruption insurance with a limit of liability representing loss of at least approximately six (6) months of income;

8. Plate glass insurance covering all the plate glass of the Premises, in amounts satisfactory to Landlord;

(b) Tenant's Insurer Rating; Certification of Insurance. All policies required to be carried by Tenant hereunder shall be issued by and binding upon an insurance company licensed to do business in the state in which the Land is located with a rating of at least "A - X" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by Landlord. Tenant shall not do or permit anything to be done that would invalidate the insurance policies required herein. Liability insurance maintained by Tenant shall be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord. Certificates of insurance, acceptable to Landlord, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord prior to delivery or possession of the Premises and ten (10) days following each renewal date. Certificates of insurance shall include an endorsement for each policy showing that Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, Barings LLC and Landlord's representatives are included as additional insureds on liability policies and that Landlord is named as loss payee on the property insurance as required herein. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to Landlord.

1. In the event that Tenant fails to provide evidence of insurance required to be provided by Tenant in this Lease, prior to the Commencement Date and thereafter during the Term, within ten (10) days following Landlord's request thereof, and thirty (30) days prior to the expiration of any such coverage, Landlord shall be authorized (but not required) to procure such coverage in the amount stated

with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof.

2. The limits of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation thereunder, except as otherwise expressly provided for herein. Any deductibles selected by Tenant shall be the sole responsibility of Tenant.

3. Tenant's insurance requirements stipulated herein are based upon current industry standards. Landlord reserves the right to require additional coverage or to increase limits as industry standards change.

4. Should Tenant engage the services of any contractor to perform work in the Premises, Tenant shall ensure that such contractor carries commercial general liability, business automobile liability, umbrella/excess liability, worker's compensation and employers liability coverages in substantially the same amounts as are required of Tenant under this Lease. Contractor shall name Landlord, its trustees, officers, directors, members, agents and employees, Landlord's mortgagees and Landlord's representatives as additional insureds on the liability policies required hereunder. All policies required to be carried by any contractor shall be issued by and binding upon an insurance company licensed to do business in the state in which the Land is located with a rating of at least "A - X" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by Landlord. Certificates of insurance, acceptable to Landlord, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord prior to the commencement of any work in the Premises. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to Landlord. The above requirements shall apply equally to any subcontractor engaged by a contractor.

12. DAMAGE OR DESTRUCTION.

12.1 Termination Options.

If the Premises or the Center are damaged by fire or other casualty Landlord will, promptly after learning of such damage, notify Tenant in writing of the time necessary to repair or restore such damage, as estimated by Landlord's architect, engineer or contractor. If such estimate states that repair or restoration of all of such damage that was caused to the Premises or to any other portion of the Center necessary for Tenant's occupancy cannot be completed within two hundred seventy (270) days following the date that Landlord obtains all permits and other governmental approvals necessary for the repair of such damage (or within one hundred twenty (120) days following the date of such damage if such damage occurred within the last twelve (12) months of the Term), then Tenant will have the option

to terminate this Lease. If such estimate states that repair or restoration of all such damage that was caused to the Center cannot be completed within two hundred seventy (270) days following the date that Landlord obtains all permits and other governmental approvals necessary for the repair of such damage, or if such damage occurred within the last twelve (12) months of the Term and such estimate states that repair or restoration of all such damage that was caused to the Premises or to any other portion of the Center necessary for Tenant's occupancy cannot be completed within one hundred twenty (120) days following the date of such damage, or if Landlord does not receive insurance proceeds sufficient to repair such damage, then Landlord will have the option to terminate this Lease. Any option to terminate granted above must be exercised by written notice to the other party given within ten (10) days after Landlord delivers to Tenant the notice of estimated repair time. If either party exercises its option to terminate this Lease in accordance with this Section 12.1, then the Term will expire and this Lease will terminate ten (10) days after notice of termination is delivered; provided, however, that Rent for the period commencing on the date of such damage until the date this Lease terminates will be reduced to the reasonable value of any use or occupation of the Premises by Tenant during such period and Landlord will be entitled to all proceeds of the insurance policies required to be obtained by Tenant hereunder applicable to any damaged leasehold improvements in the Premises.

12.2 Repair Obligations.

If the Premises or the Center are damaged by fire or other casualty and neither party terminates this Lease pursuant to the foregoing Section 12.1, then (i) Landlord will repair and restore such damage with reasonable promptness, subject to delays for insurance adjustments and delays caused by matters beyond Landlord's control, (ii) this Lease shall continue in full force and effect and the obligations of Tenant hereunder will not be affected and (iii) Landlord will not be in default or liable in damages to Tenant. Landlord will have no liability to Tenant and Tenant will not be entitled to terminate this Lease if such repairs and restoration are not in fact completed within the estimated time period, provided that Landlord promptly commences and diligently pursues such repairs and restoration to completion. In no event will Landlord be obligated to repair, restore or replace any of the property required to be insured by Tenant hereunder, and Tenant agrees to repair, restore or replace such property as soon as possible after the date of damage to at least the condition existing prior to its damage, using materials at least equal to Center standard. However, in connection with its repair and restoration of such damage, Landlord may, at its option, elect to repair and restore the damage, if any, caused to any or all of the leasehold improvements required to be insured by Tenant hereunder. If Landlord makes such election, Landlord will be entitled to all proceeds of the insurance policies required to be obtained by Tenant hereunder applicable to the leasehold improvements Landlord so elects to repair or restore.

13. WAIVERS AND INDEMNITIES.

13.1 Waiver of Subrogation.

Landlord waives any and all rights of recovery against Tenant for or arising out of damage to, or destruction of the Premises to the extent that Landlord's property insurance policies then in force insure against such damage or destruction and permit such waiver and only to the extent of insurance proceeds actually received by Landlord for such damage or destruction. Tenant waives any and all rights of recovery against Landlord for or arising out of damage to or destruction of any property of Tenant to the extent that Tenant's property insurance policies then in force or the policies required by this Lease, whichever is broader, insure against such damage or destruction.

13.2 Non-Liability of Landlord.

Neither Landlord nor any Landlord Indemnified Party (as defined below) will not be responsible for or liable to Tenant or Tenant's agents, representatives, employees, officers, members, directors, managers, affiliates, subsidiaries, parent companies, partners, shareholders, stockholders, investors, contractors, mortgagees, invitees, licensees and subtenant, and Tenant's and each of their respective successors and assigns (collectively, the "Tenant Parties"), for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the Center or for any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas, sewer or steam pipes or falling plaster, or electrical wiring or for any damage or loss of property within the Premises from any causes whatsoever, including but not limited to theft, and/or acts or threatened acts of terrorism, damage or injury due to mold, excepting only losses or damages resulting from the gross negligence or willful misconduct of Landlord or any Landlord Indemnified Party. Landlord will not be liable under any circumstances to Tenant or any Tenant Parties for any incidental or consequential damages.

13.3 Indemnification.

Landlord and Landlord's agents, representatives, employees, officers, members, directors, managers, affiliates, subsidiaries, parent companies, partners, shareholders, stockholders, investors, contractors, mortgagees and lenders and the holders of any Encumbrance, and Landlord and each of their respective successors and assigns (each a "Landlord Indemnified Party"), shall not be liable to Tenant or any Tenant Parties, and Tenant hereby waives all claims against Landlord and each Landlord Indemnified Party, for any injury to or death of any person or damage to or destruction of property in or about the Premises or the Land by or from any cause whatsoever, including, without limitation, gas, fire, oil, electricity or leakage of any character from the roof, walls, basement or other portion of the Premises or the Land, but excluding, however, the gross negligence or willful misconduct of Landlord or any Landlord Indemnified Party. Except as to injury to persons

or damage to property the principal cause of which is the gross negligence or willful misconduct of a Landlord or any Landlord Indemnified Party, Tenant shall indemnify, defend and hold Landlord and each Landlord Indemnified Party harmless from and against any and all expenses, including reasonable attorneys' fees, in connection therewith, arising out of any injury to or death of any person or damage to or destruction of property occurring in, on or about the Premises, or any part thereof, from any cause whatsoever. To the maximum extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord and the Landlord Indemnified Parties (including reasonable attorneys' fees, investigation costs and remediation costs) from and against any and all claims, demands, liabilities, damages, judgments, fines and penalties which in any manner whatsoever arise out of or are in any manner related to: (i) Tenant's failure to maintain the Premises as required by the provisions of this Lease; or (ii) the presence of mold in the Premises or Center which was caused by, contributed to, or allowed by Tenant; and regardless of whether the Landlord was actively or passively negligent. The provisions of this Section 13.3 shall survive the expiration or any termination of this Lease.

14. CONDEMNATION.

14.1 Full Taking.

If all or substantially all of the Center or Premises are taken for any public or quasi-public use under any applicable Laws or by right of eminent domain, or are sold to the condemning authority in lieu of condemnation, then this Lease will terminate as of the date the earlier of when the condemning authority takes physical possession of or title to the Center or Premises.

14.2 Partial Taking.

(a) Landlord's Termination of Lease. If only part of the Center or Premises is thus taken or sold, and if after such partial taking, in Landlord's reasonable judgment, alteration or reconstruction is not economically justified, then Landlord (whether or not the Premises are affected) may terminate this Lease by giving written notice to Tenant within sixty (60) days after the taking.

(b) Tenant's Termination. If over twenty percent (20%) of the Premises is thus taken or sold and Landlord is unable to provide Tenant with comparable replacement premises in the Center, Tenant may terminate this Lease if in Tenant's reasonable judgment the Premises cannot be operated by Tenant in an economically viable fashion because of such partial taking. Such termination by Tenant must be exercised by written notice to Landlord given not later than sixty (60) days after Tenant is notified of the taking of the Premises.

(c) Effective Date of Termination. Termination by Landlord or Tenant will be effective as of the date when physical possession of the applicable portion of the Center or Premises is taken by condemning authority.

(d) Election to Continue Lease. If neither Landlord nor Tenant elects to terminate this Lease upon a partial taking of a portion of the Premises, the Rent payable under this Lease will be diminished by an amount allocable to the portion of the Premises which was so taken or sold. If this Lease is not terminated upon a partial taking of the Center or Premises, Landlord will, at Landlord's sole expense, promptly restore and reconstruct the Center and Premises to substantially their former condition to the extent the same is feasible. However, Landlord will not be required to spend for such restoration or reconstruction an amount in excess of the net amount received by Landlord as compensation or damages for the part of the Center or Premises so taken.

14.3 Awards.

As between the parties to this Lease, Landlord will be entitled to receive, and Tenant assigns to Landlord, all of the compensation awarded upon taking of any part or all of the Center or Premises, including any award for the value of the unexpired Term. However, Tenant may assert a claim in a separate proceeding against the condemning authority for any damages resulting from the taking of Tenant's trade fixtures or personal property, or for moving expenses, business relocation expenses or damages to Tenant's business incurred as a result of such condemnation, so long as any award separately allocated to Tenant in connection with such condemnation does not diminish Landlord's award hereunder.

15. ASSIGNMENT AND SUBLETTING.

15.1 Limitation.

Without Landlord's prior written consent, Tenant will not assign all or any of its interest under this Lease, sublet all or any part of the Premises or permit the Premises to be used by any parties other than Tenant and its employees.

15.2 Notice Of Proposed Transfer; Landlord's Recapture Option.

If Tenant desires to enter into any assignment of this Lease or a sublease of all or any part of the Premises, Tenant will first give Landlord written notice of the proposed assignment or sublease, which notice will contain the name and address of the proposed transferee, the proposed use of the Premises, statements reflecting the proposed transferee's current financial condition and income and expenses for the past two (2) years, and the principal terms of the proposed assignment or sublease. In connection with any sublease of all or any portion of the Premises only, Landlord will have the option, which must be exercised, if at all, by notice given to Tenant within thirty (30) days after Landlord's receipt of Tenant's notice of the proposed sublease described above, to recapture the space described

in Tenant's sublease notice ("Landlord's Recapture Option," and such notice of recapture being referred to herein as "Landlord's Recapture Notice"), in which event (A) such recapture shall cancel and terminate this Lease with respect to the space therein described as of the termination date stated in Landlord's Recapture Notice, which such termination date shall be no sooner than thirty (30) days after the date of Landlord's Recapture Notice, with the same force and effect as if said termination date had been designated as the Expiration Date hereunder, (B) Landlord and Tenant shall upon such termination date be released from any and all liabilities thereafter accruing hereunder, and (C) all Rent payable by Tenant hereunder shall be apportioned as of the termination date and Tenant shall promptly pay to Landlord any amounts so determined to be due and owing by Tenant to Landlord. Failure of Landlord to exercise Landlord's Recapture Option shall not be a waiver of Landlord's right to approve any proposed subletting in accordance with the terms hereof. Although Landlord shall not have the right of recapture with respect to any proposed assignment of this Lease, the same shall not constitute a waiver of Landlord's right to approve any proposed assignment in accordance with the terms and conditions of this Section 15.

15.3 Form Of Transfer.

If Landlord consents to a proposed assignment or sublease, Landlord's consent will not be effective unless and until Tenant delivers to Landlord an original duly executed assignment or sublease, as the case may be, in a form acceptable to Landlord that provides, without limitation, in the case of a sublease, that the subtenant will comply with all applicable terms and conditions of this Lease, and, in the case of an assignment, an assumption by the assignee of all of the terms, covenants and conditions which this Lease requires Tenant to perform.

15.4 Payments To Landlord.

If Tenant effects an assignment or sublease in accordance with this Lease, then Landlord will be entitled to receive and collect, either from Tenant or directly from the transferee, one hundred percent (100%) of the amount by which the consideration required to be paid by the transferee for the use and enjoyment of Tenant's rights under this Lease exceeds the Rent payable by Tenant to Landlord allocable to the transferred space. Such percentage of such amount will be payable to Landlord at the time(s) Tenant receives the same from its transferee (whether in monthly installments, in a lump sum, or otherwise). In addition to the foregoing, Tenant shall reimburse Landlord, within ten (10) days following invoicing, for Landlord's commercially reasonable legal fees in connection with any request for Landlord's consent to an assignment or sublease hereunder, up to the amount of \$2,000.00, and shall pay Landlord an administrative fee equal to \$1,000.00 in connection with Landlord's review and response to any request for Landlord's consent to an assignment or sublease hereunder, which fee shall be payable together with Tenant's request for consent.

15.5 Change Of Ownership.

Any change by Tenant in the form of its legal organization (such as, for example, a change from a general to a limited partnership), any transfer of fifty-one percent (51%) or more of Tenant's assets, and any other transfer of interest effecting a change in identity of persons exercising effective control of Tenant will be deemed an "assignment" of this Lease requiring Landlord's prior written consent. The transfer of any outstanding capital stock of a corporation whose stock is publicly-traded will not, however, be deemed a "transfer of interest" under this Section.

15.6 Effect Of Transfers.

No subletting or assignment will release Tenant from any of its obligations under this Lease unless Landlord expressly agrees to the contrary in writing. Acceptance of Rent by Landlord from any person other than Tenant will not be deemed a waiver by Landlord of any of its rights under this Lease. Consent to one assignment or subletting will not be deemed a consent to any subsequent assignment or subletting. In the event of any default by any assignee or subtenant or any successor of Tenant in the performance of any Lease obligation, Landlord may proceed directly against Tenant without exhausting remedies against such assignee, subtenant or successor. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord will not work a merger and will, at Landlord's option, terminate all or any subleases or operate as an assignment to Landlord of all or any subleases; such option will be exercised by notice to Tenant and all known subtenants in the Premises. If Landlord shall choose to take an assignment of a sublease then the subtenant shall be bound to Landlord for the balance of the Term thereof and shall attorn directly to Landlord under all of the executory terms of the sublease except that Landlord shall not (a) be liable for any previous act, omission or negligence of Tenant, (b) be subject to any counterclaim, defense or offset not expressly provided for in the sublease and accruing against Tenant, (c) be bound by any previous modification or amendment of the sublease made without Landlord's consent or by any previous prepayment of more than one month's Rent, or (d) be obligated to perform any repairs or other work beyond Landlord's obligation under this Lease. Each subtenant shall execute and deliver such instruments as Landlord may reasonably request to evidence said attornment.

16. PERSONAL PROPERTY.

16.1 Installation And Removal.

Tenant may install in the Premises its personal property (including Tenant's usual trade fixtures) in a proper manner, provided that no such installation will interfere with or damage the mechanical, plumbing or electrical systems or the structure of the Center, and provided further that if such installation would require any change, addition or improvement to the Premises, such installation will be deemed to be an Alteration and

subject to the provisions hereof regarding the performance of Alterations. If no Default then exists, any such personal property installed in the Premises by Tenant (a) may be removed from the Premises from time to time in the ordinary course of Tenant's business or in the course of making any changes, additions or improvements to the Premises permitted under this Lease, and (b) will be removed by Tenant at the end of the Term according to the provisions of this Lease. Tenant will promptly repair at its expense any damage to the Center resulting from such installation or removal.

16.2 Responsibility.

Tenant will be solely responsible for all costs and expenses related to personal property used or stored in the Premises. Tenant will pay any taxes or other governmental impositions levied upon or assessed against such personal property, or upon Tenant for the ownership or use of such personal property, on or before the due date for payment. Such personal property taxes or impositions are not included in Taxes.

16.3 Landlord's Lien.

In addition to any statutory landlord's lien and in order to secure payment of all Rent becoming due from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of Tenant's failure to perform any of its obligations under this Lease, Tenant grants to Landlord a security interest in and an express contractual lien upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant now or later situated on the Premises and all proceeds thereof. Tenant's personal property may not be removed from the Premises without Landlord's consent at any time a Default exists or, except as otherwise expressly provided herein, until all of Tenant's obligations under this Lease have been fully complied with and performed. Upon the occurrence of a Default, in addition to any other available remedies, Landlord will have all the rights of a secured party under the Florida Uniform Commercial Code with respect to the property covered by such security interest. Tenant hereby authorizes Landlord to file in the appropriate records such financing statements as may be required to perfect such security interest.

17. ESTOPPEL CERTIFICATES.

Promptly upon Landlord's request after Tenant has occupied the Premises, Tenant will execute and deliver to Landlord an Occupancy Estoppel Certificate in the form of Exhibit C attached hereto. In addition, Tenant agrees that at any time and from time to time (but on not less than ten (10) days' prior request by Landlord), Tenant will execute, acknowledge and deliver to Landlord a certificate indicating any or all of the following: (a) the Commencement Date and Expiration Date; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which Base Rent, Additional Rent and any other Rent payable have been paid;

(d) that no default by Landlord, to the best of Tenant's knowledge, or Tenant exists which has not been cured, except as to defaults stated in such certificate; (e) provided such events have occurred, that Tenant has accepted the Premises and that all improvements required to be made to the Premises by Landlord have been completed according to this Lease; (f) that, except as specifically stated in such certificate, Tenant, and only Tenant, currently occupies the Premises; (g) the amount of any Security Deposit; and (h) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by Landlord and any prospective purchaser or present or prospective mortgagee, deed of trust beneficiary or ground lessor of all or a portion of the Center and/or Land.

18. TRANSFER OF LANDLORD'S INTEREST.

18.1 Sale, Conveyance And Assignment.

Nothing in this Lease will restrict Landlord's right to sell, convey, assign or otherwise deal with the Center or Landlord's interest under this Lease.

18.2 Effect Of Sale, Conveyance Or Assignment.

A sale, conveyance or assignment of the Center will automatically release Landlord from liability under this Lease from and after the effective date of the transfer, except for any liability relating to the period prior to such effective date; and Tenant will look solely to Landlord's transferee for performance of Landlord's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance or assignment and Tenant will attorn to Landlord's transferee.

18.3 Subordination And Nondisturbance.

This Lease is and will be subject and subordinate in all respects to any Encumbrance. With respect to any Encumbrance first encumbering the Center subsequent to the Date of this Lease, Landlord will use its good faith efforts to cause the holder of such Encumbrance to agree (either in the Encumbrance or in a separate agreement with Tenant) that so long as Tenant is not in default of its obligations under this Lease, this Lease will not be terminated and Tenant's possession of the Premises will not be disturbed by the termination or foreclosure, or proceedings for enforcement, of such Encumbrance. While such subordination will occur automatically, Tenant agrees, upon request by and without cost to Landlord or any successor in interest, to promptly execute and deliver to Landlord or the holder of an Encumbrance such instrument(s) as may be reasonably required to evidence such subordination. In the alternative, however, the holder of an Encumbrance may unilaterally elect to subordinate such Encumbrance to this Lease.

18.4 Attornment.

If the interest of Landlord is transferred to any person (a "Successor Landlord") by reason of the termination or foreclosure, or proceedings for enforcement, of an Encumbrance, or

by delivery of a deed in lieu of such foreclosure or proceedings, Tenant will immediately and automatically attorn to the Successor Landlord. Upon attornment this Lease will continue in full force and effect as a direct lease between the Successor Landlord and Tenant, upon all of the same terms, conditions and covenants as stated in this Lease except that a Successor Landlord shall not be (a) liable for any previous act or omission or negligence of Landlord under this Lease, (b) subject to any counterclaim defense or offset not expressly provided for in this Lease and asserted with reasonable promptness, which therefore shall have accrued to Tenant against Landlord, (c) bound by any previous modification or amendment of this Lease or by any previous prepayment of more than one month's Rent, unless such modification or prepayment shall have been approved in writing by the holder of any Encumbrance through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease or (d) obligated to perform any repairs or other work beyond Landlord's obligations under this Lease. Tenant agrees, upon request by and without cost to the Successor Landlord, to promptly execute and deliver to the Successor Landlord such instrument(s) as may be reasonably required to evidence such attornment.

19. RULES AND REGULATIONS.

Tenant agrees to faithfully observe and comply with the Rules and Regulations set forth in Exhibit D and with all reasonable modifications and additions to such Rules and Regulations (which will be applicable to all Center tenants) from time to time adopted by Landlord and of which Tenant is notified in writing (collectively, the "Rules and Regulations"). No such modification or addition will contradict or abrogate any right expressly granted to Tenant under this Lease. Landlord's enforcement of the Rules and Regulations will be uniform and nondiscriminatory, but Landlord will not be responsible to Tenant for failure of any person to comply with the Rules and Regulations.

20. TENANT'S DEFAULT AND LANDLORD'S REMEDIES.

20.1 Default.

This Lease and the Term and rights hereby granted are subject to the following limitations which will each constitute a material breach by Tenant and a "Default," "default" or "event of default" under this Lease:

(a) Failure to Pay Rent. Tenant fails to pay Base Rent, Additional Rent or any other Rent payable by Tenant under the terms of this Lease when due, and such failure continues for seven (7) business days after written notice from Landlord to Tenant of such failure; provided that with respect to Base Rent and Additional Rent, Tenant will be entitled to only one (1) notice of such failure during any rolling twelve (12) month period during the Term of this Lease, and if, after one (1) such notice is given during any such rolling twelve (12) month period, Tenant fails, during such rolling twelve (12) month period, to

pay any such amounts when due, such failure will constitute a Default without further notice by Landlord or additional cure period.

(b) Failure to Perform Other Obligations. Tenant breaches or fails to comply with any other provision of this Lease applicable to Tenant, and such breach or noncompliance continues for a period of five (5) days after notice by Landlord to Tenant; or, if such breach or noncompliance cannot be reasonably cured within such 5-day period, Tenant does not in good faith commence to cure such breach or noncompliance within such five (5)-day period or does not diligently complete such cure as soon as possible, but no later than sixty (60) days after such notice from Landlord. However, if such breach or noncompliance causes or results in (i) a dangerous condition on the Premises or the Center, (ii) any insurance coverage carried by Landlord or Tenant with respect to the Premises or Center being jeopardized, or (iii) a material disturbance to another tenant, then a Default will exist if such breach or noncompliance is not cured as soon as reasonably possible after notice by Landlord to Tenant, and in any event is not cured within thirty (30) days after such notice. For purposes of this Section 20.1(b), financial inability will not be deemed a reasonable ground for failure to immediately cure any breach of, or failure to comply with, the provisions of this Lease.

(c) Non-Occupancy of Premises. In the event Tenant, before the expiration of the term of this Lease, and without the written consent of Landlord, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Premises for the purposes herein contained; or uses the Premises for any of the prohibited and/or exclusive uses set forth on Exhibit E attached hereto.

(d) Transfer of Interest without Consent. Tenant's interest under this Lease or in the Premises is transferred or passes to, or devolves upon, any other party in violation of the provisions of this Lease.

(e) Execution and Attachment Against Tenant. Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant and such attachment is not discharged or disposed of within fifteen (15) days after levy.

(f) Auctions. An auction or fire sale is conducted at the Center with respect to personal property or improvements located or formerly located within the Premises without the consent of Landlord.

(g) Bankruptcy or Related Proceedings. Tenant files a petition in bankruptcy or insolvency, or reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes an assignment for the benefit of creditors, or involuntary proceedings under any such Laws or for the dissolution of Tenant are instituted against Tenant, or a receiver or

trustee is appointed for the Premises or for all or substantially all of Tenant's property, and such proceedings are not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

(h) Restoration of Security Deposit. If Landlord uses or applies all or any portion of any Security Deposit in accordance with this Lease and Tenant fails, within ten (10) days after the date of Landlord's notice to Tenant of such use or application, to deposit with Landlord a sum sufficient to restore the Security Deposit to the amount held by Landlord immediately prior to such use or application.

20.2 Remedies.

TIME IS OF THE ESSENCE. If any Default occurs, Landlord will have the right, at Landlord's election, then or at any later time, to exercise any rights or remedies available to Landlord at law or in equity, including, without limitation, any one or more of the remedies described below, and the exercise of any of such remedies will not prevent the concurrent or subsequent exercise of any other remedy.

(a) Cure by Landlord. Landlord may, at Landlord's option but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord deems necessary or desirable to cure any Default in such manner and to such extent as Landlord deems necessary or desirable. Landlord may do so without additional demand on, or additional written notice to, Tenant and without giving Tenant an additional opportunity to cure such Default. Tenant covenants and agrees to pay Landlord, upon demand, all advances, costs and expenses of Landlord in connection with making any such payment or taking any such action, including reasonable attorney's fees, together with interest at the Default Rate, from the date of payment of any such advances, costs and expenses by Landlord.

(b) Termination of Lease and Damages. Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant. Tenant will remain liable to Landlord for damages in an amount equal to the Base Rent, Additional Rent and other Rent which would have been owing by Tenant for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such recovery of possession or reletting. Notwithstanding anything in this Lease to the contrary, in the event a Default occurs, Tenant shall be liable, and shall reimburse Landlord for, any amounts incurred or owed by Landlord for any Leasehold Improvements as provided in the Possession and Leasehold Improvements Agreement set forth in Exhibit B or any other leasehold improvements made or to be made in the Premises. Landlord will be entitled to collect and receive such damages from Tenant on the days on which the Base Rent, Additional Rent and other Rent would have been payable if this Lease had not been terminated. Instead of collecting the damages from

Tenant on the days on which such Rent would have been payable as aforesaid, Landlord, at Landlord's option, shall be entitled to recover from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum equal to (i) all unpaid Base Rent, Additional Rent and other Rent for any period prior to the termination date of this Lease (including interest from the due date to the date of the award at the Default Rate), plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring prior to the termination date; plus (ii) the present value at the time of termination (calculated at the rate commonly called the discount rate in effect at the Federal Reserve Bank of New York on the termination date) of the amount, if any, by which (A) the aggregate of the Base Rent, Additional Rent and all other Rent payable by Tenant under this Lease that would have accrued for the balance of the Term after termination (with respect to Additional Rent, such aggregate will be calculated by assuming that Expenses and Taxes for the Fiscal Year in which termination occurs and for each subsequent Fiscal Year remaining in the Term if this Lease had not been terminated will increase by eight percent (8%) per year over the amount of Expenses and Taxes for the prior Fiscal Year), exceeds (B) the amount of such Base Rent, Additional Rent and other Rent which Landlord will receive for the remainder of the Term from any reletting of the Premises occurring prior to the date of the award, or if the Premises have not been relet prior to the date of the award, the amount, if any, of such Base Rent, Additional Rent and other Rent which could reasonably be recovered by reletting the Premises for the remainder of the Term at the then-current fair rental value, in either case taking into consideration loss of rent while finding a new tenant, rent abatements necessary to secure a new tenant, leasing brokers' commissions and other costs which Landlord has incurred or might incur in leasing the Premises to a new tenant; plus (iii) interest on the amount described in (ii) above from the termination date to the date of the award at the Default Rate.

(c) Repossession and Reletting. Landlord may, with due process of law, re-enter and take possession of all or any part of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution for such action or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord will be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord or notice given under a forcible entry and detainer statute or similar Laws will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice. After recovering possession of the Premises, Landlord may, from time to time, but will not be obligated to, relet all or any part of the Premises for Tenant's account, for such term or terms and on such conditions and other terms as Landlord, in its discretion, determines. Landlord may make such repairs, alterations or improvements as Landlord considers appropriate to accomplish such

reletting, and Tenant will reimburse Landlord upon demand for all costs and expenses, including attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting but Landlord will in no way be responsible or liable for any failure to relet the Premises or for any inability to collect any rent due upon such reletting. Regardless of Landlord's recovery of possession of the Premises, Tenant will continue to pay on the dates specified in this Lease the Base Rent, Additional Rent and other Rent which would be payable if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises after deducting all of Landlord's expenses in connection with such recovery of possession or reletting. Notwithstanding anything in this Lease to the contrary, in the event a Default occurs, Tenant shall be liable, and shall reimburse Landlord for, any amounts incurred or owed by Landlord for any Leasehold Improvements as provided in the Possession and Leasehold Improvements Agreement set forth in Exhibit B or any other leasehold improvements made or to be made in the Premises. Instead of collecting Rent from Tenant on the dates specified in this Lease as aforesaid, Landlord, at Landlord's option, shall be entitled to recover from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum equal to (i) all unpaid Base Rent, Additional Rent and other Rent for any period prior to the repossession date (including interest from the due date to the date of the award at the Default Rate), plus (ii) the present value at the time of repossession (calculated at the rate commonly called the discount rate in effect at the Federal Reserve Bank of New York on the repossession date) of the amount, if any, by which (A) the aggregate of the Base Rent, Additional Rent and all other Rent payable by Tenant under this Lease that would have accrued for the balance of the Term after repossession (with respect to Additional Rent, such aggregate will be calculated by assuming that Expenses and Taxes for the Fiscal Year in which repossession occurs and for each subsequent Fiscal Year remaining in the Term if Landlord had not repossessed the Premises will increase by eight percent (8%) per year over the amount of Expenses and Taxes for the prior Fiscal Year), exceeds (B) the amount of such Base Rent, Additional Rent and other Rent which Landlord will receive for the remainder of the Term from any reletting of the Premises occurring prior to the date of the award, or if the Premises have not been relet prior to the date of the award, the amount, if any, of such Base Rent, Additional Rent and other Rent which could reasonably be recovered by reletting the Premises for the remainder of the Term at the then-current fair rental value, in either case taking into consideration loss of rent while finding a new tenant, tenant improvements and rent abatements necessary to secure a new tenant, leasing brokers' commissions and other costs which Landlord has incurred or might incur in leasing the Premises to a new tenant; plus (iii) interest on the amount described in (ii) above from the repossession date to the date of the award at the Default Rate.

(d) Acceleration. Without terminating or canceling this Lease, Landlord may declare all Base Rent, Additional Rent and other Rent due under this Lease for the remainder of the Term (or any extension or renewal thereof) to be immediately due and payable, and thereupon all such Rent and other charges due hereunder to the end of the Term (or any extension or renewal term, if applicable) shall be accelerated.

(e) Bankruptcy Relief. Nothing contained in this Lease will limit or prejudice Landlord's right to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowable by any Laws governing such proceeding in effect at the time when such damages are to be proved, whether or not such amount be greater, equal or less than the amounts recoverable, either as damages or Rent, under this Lease.

21. LANDLORD'S DEFAULT AND TENANT'S REMEDIES.

21.1 Default.

If Tenant believes that Landlord has breached or failed to comply with any provision of this Lease applicable to Landlord, Tenant will give written notice to Landlord describing the alleged breach or noncompliance. Landlord will not be deemed in default under this Lease if Landlord cures the breach or noncompliance within twenty (20) days after receipt of Tenant's notice or, if the same cannot reasonably be cured within such twenty (20)-day period, if Landlord in good faith commences to cure such breach or noncompliance within such period and then diligently pursues the cure to completion. Tenant will also send a copy of such notice to the holder of any Encumbrance of whom Tenant has been notified in writing, and such holder will also have the right to cure the breach or noncompliance within the period of time described above.

21.2 Remedies.

If Landlord breaches or fails to comply with any provision of this Lease applicable to Landlord, and such breach or noncompliance is not cured within the period of time described in the foregoing Section 21.1, then Tenant may exercise any right or remedy available to Tenant at law or in equity, except to the extent expressly waived or limited by the terms of this Lease.

21.3 Cure By Encumbrance Holder.

If any act or omission by Landlord shall give Tenant the right, immediately or after the lapse of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise any such right until (a) it shall have given written notice of such act or omission to each holder of any Encumbrance and (b) a reasonable period for remedying such act or omission shall have elapsed following such notice and following the time when such holder of an Encumbrance shall have become entitled under its Encumbrance to remedy the same (which shall in no event be less than the period to which Landlord would be entitled under this Lease to effect such remedy) provided such holder of an Encumbrance shall, with reasonable diligence, give Tenant notice of its intention to remedy such act or omission and shall commence and continue to act upon such intention.

22. SECURITY DEPOSIT.

22.1 Cash Security Deposit.

Upon Tenant's execution of this Lease and submission of this Lease to Landlord for Landlord's execution, Tenant will simultaneously deposit the Security Deposit with Landlord in the amount described in the definition of "Security Deposit" set forth above. Landlord and Tenant intend the Security Deposit to be used solely as security for Tenant's faithful and diligent performance of all of Tenant's obligations under this Lease. The Security Deposit will remain in Landlord's possession for the entire Term, and Landlord will not be required to segregate it from Landlord's general funds. Tenant will not be entitled to any interest on the Security Deposit. If Tenant fails to perform any of its obligations under this Lease, Landlord may, at its option, use, apply or retain all or any part of the Security Deposit for the payment of (1) any Rent in arrears; (2) any expenses Landlord may incur as a direct or indirect result of Tenant's failure to perform; (3) any leasing or brokerage commissions owed in connection with this Lease; (4) any amounts incurred or owed by Landlord for any Leasehold Improvements as provided in the Possession and Leasehold Improvements Agreement set forth in Exhibit B or any other leasehold improvements made or to be made in the Premises; and (5) any other losses or damages Landlord may suffer as a direct or indirect result of Tenant's failure to perform. If Landlord so uses or applies all or any portion of the Security Deposit, Landlord will notify Tenant of such use or application and Tenant will, within ten (10) days after the date of Landlord's notice, deposit with Landlord a sum sufficient to restore the Security Deposit to the amount held by Landlord immediately prior to such use or application. Tenant's failure to so restore the Security Deposit will constitute a Default.

22.2 Intentionally Omitted.

22.3 Transfers.

Tenant will not assign or encumber the Security Deposit without Landlord's express written consent. Neither Landlord nor its successors or assigns will be bound by any assignment or encumbrance unless Landlord has given its consent. Landlord will have the right, at any time and from time to time, to transfer the Security Deposit to any purchaser or lessee of the entire Center. Upon any such transfer, Tenant agrees to look solely to the new owner or lessee for the refund of the Security Deposit. Tenant certifies to Landlord that the Security Deposit and any funds drawn thereon will not be treated as a preference payment and cannot be disgorged in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding involving Tenant.

22.4 Refund.

Provided that Tenant has fully and faithfully performed all of its obligations under this Lease, Landlord will refund the Security Deposit, or any balance remaining, to Tenant or,

at Landlord's option, to the latest assignee of Tenant's interest under this Lease, within sixty (60) days after the expiration or early termination of the Term and Tenant's vacation and surrender of the Premises to Landlord in the condition required by this Lease. If Tenant fails to make any final estimated payment of Additional Rent required by Landlord according to this Lease, Landlord may withhold such final payment from the amount of the Security Deposit refund and apply the proceeds towards such final payment, as applicable. Landlord's rights and obligations under this paragraph will survive the expiration or early termination of the Term.

23. BROKERS.

Landlord and Tenant represent and warrant that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease except the Broker. Neither party knows of any other real estate broker or agent who is or might be entitled to a commission or compensation in connection with this Lease. Tenant and Landlord will indemnify and hold each other harmless from all damages paid or incurred by the other resulting from any claims asserted against either party by brokers or agents claiming through the other party. Each party's obligations under this Section 23 will survive the expiration or early termination of the Term.

24. LIMITATIONS ON LANDLORD'S LIABILITY.

Any liability for damages, breach or nonperformance by Landlord, or arising out of the subject matter of, or the relationship created by, this Lease, will be collectible only out of Landlord's interest in the Center and no personal liability is assumed by, or will at any time be asserted against, Landlord, its parent and affiliated corporations, its and their partners, venturers, directors, officers, agents, servants and employees, or any of its or their successors or assigns; all such liability, if any, being expressly waived and released by Tenant. Landlord's review, supervision, commenting on or approval of any aspect of work to be done by or for Tenant under this Lease are solely for Landlord's protection and except as expressly provided, create no warranties or duties to Tenant or to third parties.

25. NOTICES.

All notices required or permitted under this Lease must be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a party; or (b) one (1) business day after deposit with a private courier or overnight delivery service; or (c) two (2) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid. All such notices must be transmitted by one of the methods described above to the party to receive the notice at, in the case of notices to Landlord, Landlord's Address, and in the case of notices to Tenant, the applicable Tenant's Notice Address, or, in either case, at such other address(es) as either party may notify the other of according to this Section 25. Time

shall be of the essence for the giving of all notices required or permitted under the provisions of this Lease.

26. SIGNS AND STOREFRONT.

Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls, or roof of the Center, or any interior portions of the Premises that may be visible from outside of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's express prior written consent. In addition, any such signage shall be, at Tenant's sole cost and expense, consistent with the type and quality of signage currently maintained in the Center and otherwise in compliance with Landlord's Sign and Graphic Standards attached to this Lease as Exhibit H, as the same may be modified by Landlord from time to time. All articles, and the arrangement, style, color, and general appearance thereof, in the interior of the Premises including, without limitation, window displays, advertising matter, signs, merchandise, and store fixtures, shall be in keeping with the character and standards of the Center, as determined by Landlord. Landlord may remove any item placed, constructed or maintained in violation hereof, and the costs of such removal shall be paid by Tenant to Landlord upon demand. Except as otherwise provided herein, Tenant shall not, without Landlord's express prior written consent, place, construct or maintain upon or about the Premises any advertisement media visible or audible outside the Premises, including, without limitation, searchlights, flashing lights, loudspeakers, or other similar visual or audio media. The foregoing shall be in addition to and not in lieu of any other provision of this Lease and the Rules and Regulations attached to this Lease as Exhibit D. Any and all signage installed by Tenant in connection herewith shall be removed at the expiration of the Term in accordance with the terms hereof.

Notwithstanding anything contained herein to the contrary, Tenant shall be required to install Building Standard "Coming Soon" window vinyls in the Premises within thirty (30) days following the Date of this Lease.

27. MISCELLANEOUS.

27.1 Binding Effect.

Each of the provisions of this Lease will extend to, bind or inure to the benefit of, as the case may be, Landlord and Tenant, and their respective heirs, successors and assigns, provided this clause will not permit any transfer by Tenant in violation of the provisions of this Lease.

27.2 Complete Agreement; Modification.

All of the representations and obligations of the parties are contained in this Lease and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by such party.

27.3 Delivery For Examination.

Submission of the form of this Lease for examination will not bind Landlord in any manner, and no obligations will arise under this Lease until it is signed by both Landlord and Tenant and delivery is made to each.

27.4 No Air Rights.

This Lease does not grant any easements or rights for light, air or view. Any diminution or blockage of light, air or view by any structure or condition now or later erected will not affect this Lease or impose any liability on Landlord.

27.5 Enforcement Expenses.

Each party agrees to pay, upon demand, all of the other party's costs, charges and expenses, including the fees and out-of-pocket expenses of counsel, agents, and others retained, incurred in successfully enforcing the other party's obligations under this Lease. All obligations under this Section 27.5 will survive the expiration or early termination of the Term.

27.6 Center Planning.

At any time after the Date, Landlord may (upon at least ninety (90) days prior notice) substitute for the Premises other premises in the Center ("New Premises") provided that the New Premises will be substantially similar to the Premises in terms of size. If Tenant is already occupying the Premises, then Landlord will also pay the reasonable expenses of Tenant's moving from the Premises to the New Premises, and Landlord, at its sole cost and expense, shall be responsible for improving the New Premises so that the leasehold improvements in the New Premises are substantially similar to those in the Premises. Such move will be made during evenings, weekends or otherwise so as to incur the least inconvenience to Tenant. In no event shall Tenant be required to vacate Tenant's then current Premises unless and until the New Premises are delivered to Tenant by Landlord in the condition required hereunder.

27.7 Center Name.

Tenant will not, without Landlord's consent, use Landlord's or the Center's name, or any facsimile or reproduction of the Center, for any purpose; except that Tenant may use the Center's name in the address of the business to be conducted by Tenant in the Premises

and may use the Center's name and location on marketing of Tenant's products including on its website. Landlord reserves the right, upon reasonable prior notice to Tenant, to change the name or address of the Center.

27.8 No Waiver.

No waiver of any provision of this Lease will be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

27.9 Recording; Confidentiality.

Tenant will not record this Lease, or a short form memorandum, without Landlord's written consent, and any such recording without Landlord's written consent will be a Default. Tenant agrees to keep the terms, provisions and conditions of this Lease confidential and will not disclose them to any other person without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, Tenant may disclose Lease terms, provisions and conditions to Tenant's accountants, brokers, authorized agents, authorized representatives, attorneys, employees, lenders, mortgagees, purchasers, assignees, subtenants, contractors, engineers, architects, space planners and others in privity with Tenant, as reasonably necessary for Tenant's business purposes, without such prior consent, provided that such persons agree to be bound by this provision as if they were the Tenant hereunder, and provided that such persons have a bona fide "need to know."

Landlord likewise agrees to keep the terms, provisions and conditions of this Lease confidential and will not disclose them to any other person without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord may disclose Lease terms, provisions and conditions to Landlord's accountants, brokers, authorized agents, authorized representatives, attorneys, employees, lenders, mortgagees, purchasers, assignees, contractors, engineers, architects, space planners and others in privity with Landlord, as reasonably necessary for Landlord's business purposes, without such prior consent, provided that such persons agree to be bound by this provision as if they were the Landlord hereunder, and provided that such persons have a bona fide "need to know."

Either party may disclose the terms and conditions of this Lease that are otherwise privileged and confidential hereunder is so ordered, compelled or required by applicable law, governmental order or court order, provided that such disclosing party shall use its best efforts to notify the other party of such ordered, compelled or required disclosure, and provided further that such other party shall have the opportunity, at law or in equity, to

seek, in good faith and on a commercially reasonable basis, administrative or judicial relief from such ordered, compelled or required disclosure.

27.10 Captions.

The captions of sections are for convenience only and will not be deemed to limit, construe, affect or alter the meaning of such sections.

27.11 Invoices.

All bills or invoices (excluding amounts due for Base Rent or Additional Rent, which are due without notice or demand) to be given by Landlord to Tenant will be sent to Tenant's Invoice Address. Tenant may change Tenant's Invoice Address by notice to Landlord given in the manner required hereunder for notices to Landlord. If Tenant fails to give Landlord specific written notice of its objections within sixty (60) days after receipt of any bill or invoice from Landlord, such bill or invoice will be deemed true and correct and Tenant may not later question the validity of such bill or invoice or the underlying information or computations used to determine the amount stated.

27.12 Severability.

If any provision of this Lease is declared void or unenforceable by a final judicial or administrative order, this Lease will continue in full force and effect, except that the void or unenforceable provision will be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

27.13 Jury Trial.

Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease, Tenant's use and occupancy of the Premises, or the relationship of Landlord and Tenant. However, such waiver of jury trial will not apply to any claims for personal injury. If Landlord commences any summary or other proceeding for non-payment of rent or recovery of possession of the Premises, Tenant shall not interpose any counterclaim in any such proceeding, unless failure to raise same would constitute a waiver.

27.14 Authority To Bind.

The individuals signing this Lease on behalf of Landlord and Tenant represent and warrant that they are empowered and duly authorized to bind Landlord or Tenant, as the case may be, to this Lease according to its terms. Tenant has or shall deliver upon Landlord's request such evidence of authorization as may be requested by Landlord.

27.15 Only Landlord/Tenant Relationship.

Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties will be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

27.16 Covenants Independent.

The parties intend that this Lease be construed as if the covenant between Landlord and Tenant are independent and that the Rent will be payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease.

27.17 Governing Law.

This Lease will be governed by and construed according to the laws of the State of Florida.

27.18 Enforcement Of Reasonable Consent.

Tenant hereby waives any claim against Landlord which it may have based upon any assertion that Landlord has unreasonably withheld or unreasonably delayed any consent or approval that, pursuant to the terms of this Lease, is not to be unreasonably withheld and Tenant agrees that its sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment. In the event of such a determination, the requested consent or approval shall be deemed to have been granted; provided, however, that Landlord shall have no liability to Tenant for its refusal or failure to give such consent or approval and the sole remedy for Landlord's unreasonably withholding or delaying of consent or approval shall be as provided in this Section 27.18.

27.19 Radon Gas Disclosure.

Tenant hereby acknowledges receipt of the following notice as required by Section 404.056(5), Florida Statutes:

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

27.20 Joint and Several Liability.

In the event that two (2) or more persons (i.e., natural persons, corporations, partnerships, associations and other legal entities) shall sign this Lease as Tenant, the liability of each such party to pay Rent due hereunder and perform all the other covenants of this Lease shall be joint and several. In the event Tenant is a general partnership or a limited

partnership with two or more general partners, the liability of each general partner under this Lease shall be joint and several.

27.21 Counterparts, Digital Image and Electronic Execution.

This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. Execution and delivery of this Lease by portable document format (“PDF”) copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Lease by such party. Such PDF copies shall constitute enforceable original documents. In addition, this Lease and all documents to be delivered in connection with this Lease may be executed and delivered by Tenant or Landlord by electronic signature of a duly authorized officer, including, without limitation, “click through” acceptance and such electronic signature software programs or computer applications as DocuSign, pursuant to the execution procedures the Tenant or Landlord may establish from time to time, and such execution and delivery shall have the same force and effect as Tenant’s or Landlord’s manual signature.

27.22 Anti-Terrorism Representation.

(i) Tenant certifies that:

(a) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(b) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

(ii) Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

27.23 Advertising, Promotion Fund.

(i) Tenant agrees not to change the advertised name of the business operated in the Premises as specified in Section 1.1(e) of this Lease, without the written permission of Landlord.

(ii) Tenant and Tenant's employees and agents shall not solicit business in the parking area or other Common Areas, nor shall Tenant distribute any handbills or other advertising matter to customers or to automobiles parked in the parking area or in the Common Areas.

(iii) Tenant shall not use as its advertised business address or in connection with any other business advertising, the name of the Center, without the prior written approval of Landlord. Subsequent to such consent Tenant shall not use the name of the Center for any purpose other than as the address of the business to be conducted by Tenant in the Premises, and Tenant shall not acquire any property right in or to any name which contains the name of the Center as a part thereof. Any permitted use by Tenant of the name of the Center during the term of this Lease shall not permit Tenant to use, and Tenant shall not use such name of the Center either after the termination of this Lease or at any other location. Tenant shall not use the name of Landlord in any advertisement, or otherwise.

(iv) Tenant agrees to use in its advertising and promotional activities for its business in the Premises such references to the name of the Center and such identifying lettering, logos, marks, or symbols referring to the Center as Landlord shall specify from time to time. Tenant shall include the name of the Center in its address for the Premises and the Center in the address for the Premises and shall subscribe to a listing in the yellow pages of the local telephone directory. Notwithstanding the foregoing, Landlord shall have the right to prohibit the use by Tenant of the name, marks and symbols of the Center in any manner determined to be unacceptable to Landlord, in its sole discretion.

(iv) Tenant agrees to pay a Promotion Fund Contribution to Landlord as Additional Rent for the purpose of the creation and maintenance of a common fund ("Promotion Fund") for the promotion or benefit of the Center. The "Promotion Fund Contribution" shall be in the initial annual amount of \$2.00 per RSF of the Premises and is subject to adjustment by Landlord from time to time. Tenant's Promotion Fund Contribution shall be paid in equal monthly installments together with the payment of installments of Additional Rent commencing on the Commencement Date. Payments for any partial Lease Year shall be prorated based upon the number of months or partial months in such partial Lease Year as to the number of months in a full Lease Year. The Promotion Fund shall be used by Landlord for the promotion or benefit of the Center in such manner as Landlord may from time to time determine. Tenant agrees to advertise in any and all special Promotion Fund newspaper sections, tabloids or other advertisements and agrees to cooperate and participate fully in all special sales and promotions sponsored by the Promotion Fund. Tenant's Trade Name shall be included in Center websites, Common Area signage and Center advertising which specifically identifies the roster of tenants of the Center. All amounts paid to Landlord under this section shall not be income of Landlord and shall be completely expended by it as provided herein.

27.24. Parking.

Tenant and Tenant's employees, agents and customers shall park their vehicles only in parking areas designated by Landlord for such purposes (the "Designated Parking Areas"). Landlord shall have the right from time to time to change the location of such Designated Parking Areas. In the event that any vehicle owned or operated by Tenant or Tenant's employees shall be parked in any part of the Center or the Project other than the designated employee parking areas, then Tenant shall pay Landlord an amount equal to the daily parking fine established by Landlord for the Center per day, which amount Landlord may in its sole discretion adjust from time to time, for each such vehicle for each day, or part thereof, such vehicle is so parked, and Landlord may tow any vehicle which is so parked at the expense of Tenant or of the owner of the car which was towed. Tenant shall furnish to Landlord the license plate numbers assigned to all employees of Tenant within ten (10) days of any request for such information by Landlord and, without the need for any request from Landlord, within five (5) days of any change in Tenant's employees and/or their vehicles.

27.25 ERISA/UBIT.

(i) Tenant will not use the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and covered under Title I, Part 4 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, in the performance, discharge or satisfaction of any of its obligations under this Lease such that it would constitute a "prohibited transaction" under ERISA. Notwithstanding any provision of this Lease to the contrary, Tenant shall not assign this Lease or sublease all or any portion of the Premises unless (a) such assignee or subtenant delivers to Landlord a certification (in form and content satisfactory to Landlord) with respect to the status of such assignee or subtenant (and any guarantor of such assignee's or subtenant's obligations) as a party in interest and a disqualified person, as provided above; and (b) such assignee or subtenant undertakes not to take any action that would cause this Lease to constitute a non-exempt prohibited transaction under ERISA.

(ii) Notwithstanding any provision of this Lease to the contrary, Tenant shall not (a) sublease all or any portion of the Premises under a sublease in which the rent is based upon the net income or net profits of any person or (b) enter into any other transaction with respect to this Lease or the Premises such that the revenues to be received by Landlord from time to time in connection with this Lease would, as a result of such transaction, be subject to Unrelated Business Income Tax under Section 511 through 514 of the Internal Revenue Code of 1986, as amended.

(iii) Tenant agrees that it shall incorporate these requirements in any sublease of the Premises.

27.26 Inducement Recapture.

Any agreement for free or abated rent or other charges, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease (including, without limitation, the performance of any Leasehold Improvements on behalf of Tenant under Exhibit B attached hereto), all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, conditions and covenants of this Lease. Upon default by Tenant under this Lease (after the expiration of any notice, grace or cure period), any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord.

27.27 Tenant Financial Statements.


Within ten (10) business days following the written request of Landlord, Tenant shall submit financial statements for its most recent financial reporting period and for the prior Lease Year. Landlord shall make such request no more than twice during any Lease Year, unless such request is in connection with an uncured Default hereunder or any prospective sale, financing or refinancing of the Center, in which event there shall be no such limitation. All such financial statements shall be certified as true and correct by the responsible officer or partner of Tenant and if Tenant is then in Default hereunder, the financial statements shall be certified by an independent certified public accountant.

[SIGNATURES ON FOLLOWING PAGE]

Having read and intending to be bound by the terms and provisions of this Lease, Landlord and Tenant have signed it as of the Date.


TENANT:

VEGAN FINE BODY LLC,
a Florida limited liability company

By: 
Name: Steven A. Smith
Title: CEO

LANDLORD:

BOCA CENTER AT MILITARY LLC,
a Delaware limited liability company

By: 
Name: Cassie A. McCrain
Title: Vice President

NOT A CERTIFIED COPY

SCHEDULE 1

LAND DESCRIPTION

[SEE ATTACHED – 5 PAGES]

NOT A CERTIFIED COPY

EXHIBIT "A"

PROPERTY DESCRIPTION

AREAL:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 408, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42, East, Palm Beach County, Florida; being more particularly described as follows:

BEGINNING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence North $54^{\circ}30'37''$ East, a distance of 75.00 feet; thence South $35^{\circ}29'23''$ East, a distance of 656.87 feet; thence North $54^{\circ}30'37''$ East, a distance of 376.36 feet; thence South $17^{\circ}46'55''$ West, a distance of 57.84 feet; thence South $35^{\circ}29'23''$ East, a distance of 160.00 feet; thence North $54^{\circ}30'37''$ East, a distance of 70.00 feet; thence South $35^{\circ}29'23''$ East, a distance of 135.00 feet; thence North $54^{\circ}30'37''$ East, a distance of 130.00 feet; thence North $35^{\circ}29'23''$ West, a distance of 125.00 feet; thence North $54^{\circ}30'37''$ East, a distance of 230.00 feet; thence North $35^{\circ}29'23''$ West, a distance of 130.00 feet; thence North $80^{\circ}29'23''$ West, a distance of 110.00 feet; thence North $54^{\circ}30'37''$ East, a distance of 270.97 feet; thence North $0^{\circ}35'30''$ West, a distance of 43.55 feet to a point of curvature of a curve concave to the West having a radius of 115.76 feet and a central angle of $34^{\circ}53'53''$; thence Northwestwardly along the arc of said curve, a distance of 70.51 feet to a point of tangency; thence North $35^{\circ}29'23''$ West, a distance of 409.49 feet; thence South $54^{\circ}30'37''$ West, a distance of 8.00 feet to an intersection with a non-tangent curve concave to the South having a radius of 76.00 feet and a central angle of $90^{\circ}00'00''$; thence Northwestwardly, Westwardly and Southwestwardly along the arc of said curve a distance of 119.38 feet to a point of tangency; thence South $54^{\circ}30'37''$ West, a distance of 145.17 feet to a point of curvature of a curve concave to the North having a radius of 40.25 feet and a central angle of $90^{\circ}00'00''$; thence Southwestwardly, Westwardly and Northwestwardly along the arc of said curve, a distance of 104.07 feet; thence North $54^{\circ}30'37''$ East, a distance of 48.00 feet to an intersection with a non-tangent curve concave to the North having a radius of 18.25 feet and a central angle of $90^{\circ}00'00''$; thence Southeastwardly, Easterly and Northeastwardly along the arc of said curve, a distance of 28.67 feet; thence North $54^{\circ}30'37''$ East, a distance of 145.17 feet to a point of curvature of a curve concave to the South having a radius of 124.00 feet and a central angle of $90^{\circ}00'00''$; thence Northeastwardly, Easterly and Southeastwardly along the arc of said curve a distance of 194.78 feet; thence South $54^{\circ}30'37''$ West, a distance of 8.00 feet; thence South $35^{\circ}29'23''$ East, a distance of 160.31 feet; thence South $00^{\circ}35'30''$ East a distance of 497.34 feet; thence South $54^{\circ}30'37''$ West, a distance of 284.68 feet; thence South $35^{\circ}29'23''$ East, a distance of 15.46 feet to an intersection with a non-tangent curve concave to the North having a radius of 400.00 feet and a central angle of $83^{\circ}42'12''$; thence Southwestwardly and Westwardly along the arc of said curve a distance of 584.36 feet; thence North $48^{\circ}37'51''$ West, a distance of 181.88 feet; thence North $35^{\circ}29'23''$ West, a distance of 650.00 feet to the Point of Beginning

AREA 2:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida, thence North 54°30'37" East a distance of 65.75 feet to the POINT OF BEGINNING; thence North 54°30'37" East, a distance of 703.50 feet to a point of intersection with a non-tangent curve concave to the North having a radius of 66.25 feet and a central angle of 90°00'00"; thence Southeasterly, Easterly and Northeasterly along the arc of said curve a distance of 104.07 feet; thence North 54°30'37" East, a distance of 145.47 feet to a point of curvature of a curve concave to the South having a radius of 76.00 feet and a central angle of 90°00'00"; thence Northeasterly, Easterly and Southeasterly along the arc of said curve a distance of 119.38 feet; thence North 54°30'37" East, a distance of 8.00 feet, thence South 35°29'23" East, a distance of 239.62 feet; thence South 54°30'37" West, a distance of 355.92 feet; thence South 35°29'23" East, a distance of 85.00 feet; thence South 54°30'37" West, a distance of 6.00 feet; thence South 35°29'23" East, a distance of 25.00 feet; thence South 54°30'37" West, a distance of 47.00 feet; thence North 80°29'24" West, a distance of 99.00 feet; thence North 35°29'23" West, a distance of 40.00 feet, thence North 54°30'37" East, a distance of 10.00 feet, thence North 35°29'23" West, a distance of 110.36 feet; thence South 54°30'37" West, a distance of 60.00 feet; thence South 35°29'23" East, a distance of 110.36 feet; thence North 54°30'37" East, a distance of 10.00 feet; thence South 35°29'23" East, a distance of 40.00 feet; thence South 9°30'36" West, a distance of 99.00 feet; thence South 54°30'37" West, a distance of 47.00 feet; thence North 35°29'23" West, a distance of 35.00 feet, thence South 54°30'37" West, a distance of 6.00 feet; thence North 35°29'23" West, a distance of 75.00 feet; thence South 54°30'37" West, a distance of 357.00 feet; thence North 35°29'23" West, a distance of 381.87 feet to the POINT OF BEGINNING.

AREA 3:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida, thence North 54°30'37" East, a distance of 75.00 feet; thence South 35°29'23" East, a distance of 381.87 feet to the POINT OF BEGINNING; thence North 54°30'37" East, a distance of 357.00 feet; thence South 35°29'23" East, a distance of 75.00 feet; thence North 54°30'37" East, a distance of 6.00 feet; thence South 35°29'23" East, a distance of 35.00 feet; thence North 54°30'37" East a distance of 47.00 feet, thence South 9°30'36" West, a distance of 11.91 feet; thence South 35°29'23" East, a distance of 137.76 feet; thence South 17°46'55" West, a distance of 31.47 feet; thence South 54°30'37" West, a distance of 376.36 feet; thence North 35°29'23" West, a distance of 275.00 feet to the POINT OF BEGINNING.

AREA 4:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence North 54°30'37" East, a distance of 575.00 feet; thence South 35°29'23" East, a distance of 271.50 feet to the POINT OF BEGINNING; thence North 54°30'37" East, a distance of 30.00 feet; thence South 35°29'23" East, a distance of 110.36 feet; thence South 54°30'37" West, a distance of 10.00 feet; thence South 35°29'23" East, a distance of 40.00 feet; thence South 80°29'23" East, a distance of 110.90 feet; thence South 35°29'23" East, a distance of 153.40 feet; thence North 81°13'42" West, a distance of 95.54 feet; thence South 54°30'37" West, a distance of 60.00 feet; thence South 17°46'55" West, a distance of 85.37 feet; thence North 35°29'23" West, a distance of 137.76 feet; thence North 9°30'37" East, a distance of 110.91 feet; thence North 55°29'23" West, a distance of 40.00 feet; thence South 54°30'37" West, a distance of 10.00 feet; thence North 35°29'23" West, a distance of 110.36 feet; thence North 54°30'37" East, a distance of 30.00 feet to the POINT OF BEGINNING.

AREA 5:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence North 54°30'37" East, a distance of 75.00 feet; thence South 35°29'23" East, a distance of 381.87 feet; thence North 54°30'37" East, a distance of 643.00 feet to the POINT OF BEGINNING; thence North 54°30'37" East, a distance of 355.92 feet; thence South 35°29'23" East, a distance of 169.87 feet to a point of curvature of a curve concave to the West having a radius of 115.76 feet and a central angle of 34°53'53"; thence Southeasterly along the arc of said curve, a distance of 70.51 feet to a point of tangency; thence South 0°35'30" East, a distance of 43.55 feet; thence South 54°30'37" West, a distance of 354.77 feet; thence North 35°29'23" West, a distance of 153.40 feet; thence North 80°29'23" West, a distance of 11.90 feet; thence North 54°30'37" East, a distance of 47.00 feet; thence North 35°29'23" West, a distance of 25.00 feet; thence North 54°30'37" East, a distance of 6.00 feet; thence North 35°29'23" West, a distance of 85.00 feet to the POINT OF BEGINNING.

AREA 6:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 22, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence South 35°29'23" East, a distance of 440.00 feet to the POINT OF BEGINNING; thence South 35°29'23" East, a distance of 210.00 feet; thence South 48°37'51" East, a distance of 181.88 feet; thence South 83°59'28" West, a distance of 203.38 feet; thence North 48°48'51" West, a distance of 106.30 feet; thence North 16°41'57" West, a distance of 104.40 feet; thence North 40°36'05" East, a distance of 92.29 feet; thence North 4°50'46" West, a distance of 72.74 feet to the POINT OF BEGINNING.

AREA 8:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence North 54°30'37" East, a distance of 826.50 feet to the POINT OF BEGINNING; thence North 54°30'37" East, a distance of 211.50 feet; to a point of curvature of a curve concave to the Northwest having a radius of 1697.02 feet and a central angle of 17°40'56"; thence Northeasterly along the arc of said curve a distance of 523.72 feet; thence North 89°30'16" East, a distance of 23.55 feet; thence South 0°35'30" East, a distance of 815.95 feet; thence North 35°29'23" West, a distance of 460.31 feet; thence North 54°30'37" East, a distance of 8.00 feet; to an intersection with a non-tangent curve concave to the South having a radius of 124.00 feet and a central angle of 90°00'00"; thence Northwesterly, Westerly and Southwesterly along the arc of said curve a distance of 194.78 feet to a point of tangency; thence South 54°30'37" West, a distance of 145.17 feet; to a point of curvature of a curve concave to the North having a radius of 18.25 feet and a central angle of 90°00'00"; thence Southwesterly, Westerly and Northwesterly along the arc of said curve a distance of 28.67 feet to the POINT OF BEGINNING.

AREA 9:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence North 54°30'37" East, a distance of 575.00 feet; thence South 35°29'23" East, a distance of 1010.46 feet to the POINT

OF BEGINNING; thence North 54°30'37" East, a distance of 246.38 feet; thence South 0°35'30" East, a distance of 175.54 feet; thence South 89°24'30" West, a distance of 224.64 feet; thence North 35°29'23" West, a distance of 15.46 feet; thence North 54°30'37" East, a distance of 38.29 feet to the POINT OF BEGINNING.

LESS AND EXCEPT from above that certain Order of Taking to Palm Beach County recorded in Official Records Book 11824, Page 835, of the Public Records of Palm Beach County, Florida.

This is not a certified copy
NOT A CERTIFIED COPY

Exhibit "A" - Page 5 of 5

CFN 20140479448 BOOK 27249 PAGE 242, 7 OF 11

Schedule 1-6

EXHIBIT A

SITE PLAN DELINEATING THE PREMISES (HIGHLIGHTED IN YELLOW)

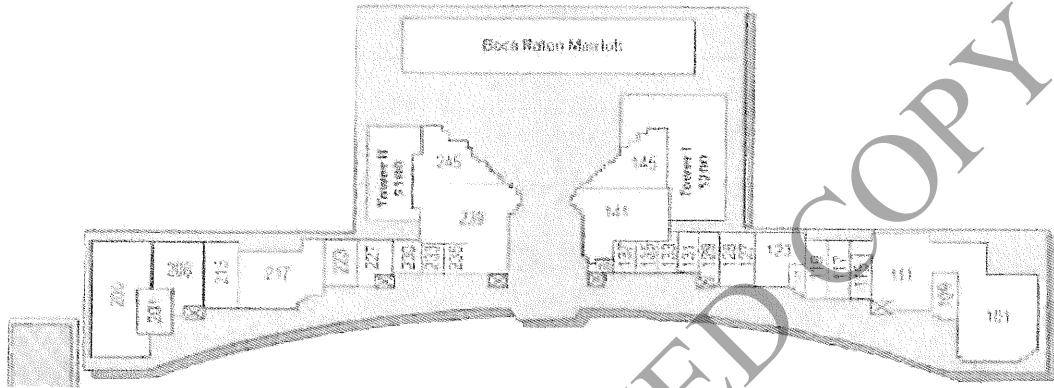
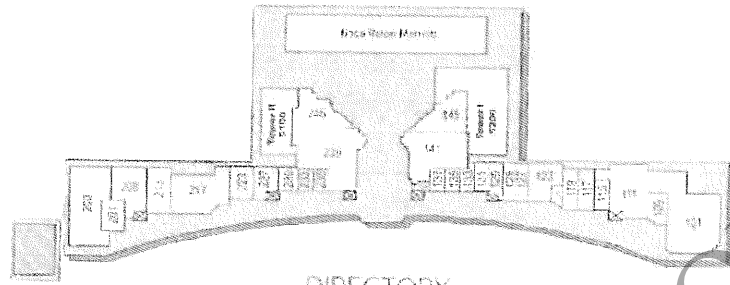


EXHIBIT A-1
SITE PLAN OF CENTER



DIRECTORY

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NOT A CERTIFIED COPY

EXHIBIT B

POSSESSION AND LEASEHOLD IMPROVEMENTS AGREEMENT

1. **Conflicts; Terms.** If there is any conflict or inconsistency between the provisions of the Lease and those of this Exhibit B (“Work Letter”), the provisions of this Work Letter will control. Except for those terms expressly defined in the Work Letter, all initially capitalized terms will have the meanings stated for such terms in the Lease. The following terms, which are not defined in the Lease, have the meanings indicated:

a. “Start Date” means the Commencement Date, as the same may be extended according to Paragraph 2 below.

b. “Tenant Finish Period” means the period beginning on the Start Date (or, if Landlord permits Tenant to enter the Premises prior to the Start Date as provided herein, the date on which Tenant first enters the Premises) and ending on the Rent Commencement Date, subject to extension for force majeure delays beyond Tenant’s reasonable control..

c. “Submission Date” means ten (10) business days following the Date of the Lease.

d. “Landlord’s Representative” means the Senior Property Manager for the Center then designated by Crocker Partners Property Management, LLC, or any other agent or representative designated by Landlord after the Date of the Lease upon written notice to Tenant.

e. “Tenant’s Representative” means Steven A. Smith or such other individual designated by Tenant in a written notice to Landlord following the Date of the Lease.

f. “Tenant’s Architect” means such licensed or registered professional architect, designer or space planner as may be selected by Tenant and reasonably approved by Landlord.

g. “Tenant’s Engineers” means such other licensed or registered professional engineers as may be selected by Tenant and reasonably approved by Landlord.

h. “Leasehold Improvements” means all alterations, leasehold improvements and installations to be constructed or installed by Tenant in the Premises according to this Work Letter.

i. “Allowance” means the lesser of (a) \$12,420.00 or (b) the actual Total Costs (as defined below).

j. “Preliminary Plans” means space plans and general specifications for the Leasehold Improvements prepared by Tenant’s Architect in such form (and on such scale in the case of plans and drawings) as Landlord may reasonably specify.

k. “Construction Documents” means complete construction plans and specifications for the Leasehold Improvements prepared by Tenant’s Architect and Tenant’s Engineers in such

form (and on such scale in the case of plans and drawings) as Landlord may reasonably specify and detailing all aspects of the Leasehold Improvements, including, without limitation, the location of libraries, safes and other heavy objects, stairwells, walls, doors, computer equipment, telephone and related equipment, and electrical, plumbing, heating, ventilation and air conditioning equipment (including equipment in excess of that required for normal use). Tenant's Engineers will perform all mechanical and electrical design work included in the Construction Documents.

1. "Total Costs" means (i) total out of pocket costs paid by Tenant for the design professional fees and the "hard costs" of performing the Leasehold Improvements; and (ii) all amounts owed to Landlord under this Work Letter, including, without limitation, the Construction Administration Fee. Total Costs will not, however, include, and the Allowance shall not be applied against any costs incurred by Tenant other than those described in (i) and (ii) above, which such other costs include, without limitation, costs of Tenant's furniture or other personal property, costs of Tenant's trade fixtures or equipment (unless such trade fixtures or equipment will constitute permanent additions to the Premises and are shown on the Construction Documents), cabling and wiring costs and moving expenses.

2. **Start Date.** If Tenant has not been permitted entry to the Premises on the Start Date, then the Start Date (and thus the Commencement Date) will be extended until the date on which Tenant is permitted entry to the Premises for the conduct of the Leasehold Improvements. Such postponement of the Start Date will be in full settlement of all claims that Tenant might otherwise have against Landlord by reason of Landlord's failure to deliver the Premises on the Start Date.

3. **Representatives.** Landlord appoints Landlord's Representative to act for Landlord in all matters covered by this Work Letter. Tenant appoints Tenant's Representative to act for Tenant in all matters covered by this Work Letter. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter will be made to Landlord's Representative or Tenant's Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of Landlord, including Landlord's architect, engineers and contractors or any of their agents or employees, with regard to matters covered by this Work Letter. Either party may change its Representative under this Work Letter at any time by three (3) days prior written notice to the other party.

4. **Possession; Condition.** Landlord will deliver the Premises to Tenant for the conduct of the Leasehold Improvements on the Start Date or as soon after such date as possible. Regardless of Landlord's delivery of the Premises to Tenant, Tenant will not be permitted to begin the Leasehold Improvements unless and until Landlord has approved the Construction Documents according to Paragraph 7, Tenant has obtained all necessary permits and other governmental approvals for the Leasehold Improvements and Tenant is otherwise in compliance with the provisions of this Work Letter. Tenant acknowledges and agrees that, as of the date of the Lease, the Premises are in good order and satisfactory condition. Tenant will accept the Premises upon Landlord's delivery in an "as is," "where is" condition, "with all faults." No promise to alter, remodel or improve the Premises or Center and no representations concerning the condition of the Premises or Center have been made by Landlord to Tenant other than as may be expressly stated in the Lease (including this Work Letter). All alterations, improvements and additions made to the Premises according to this Work Letter will, without compensation to Tenant, become

Landlord's property upon installation and will remain Landlord's property at the expiration or earlier termination of the Term.

5. Early Access. Landlord may, in its sole discretion, permit Tenant to enter the Premises prior to the Start Date so that Tenant may do such work as may be required to prepare the Premises for the Leasehold Improvements. If Landlord permits such entry prior to the Start Date, Tenant will not interfere with the performance of any work by Landlord, or with the work of any other tenant or occupant. If at any time such access causes or threatens to cause disharmony or interference, including labor disharmony, Landlord will have the right to immediately withdraw such permission. At all times after Tenant has initially occupied the Premises prior to the Commencement Date, Tenant will be subject to and will comply with all of the terms and provisions of the Lease, except that no Base Rent or Additional Rent will be payable by Tenant prior to the Commencement Date.

6. Landlord's Approval. All Preliminary Plans and Construction Documents, and any revisions to the same (whether in the form of a change order or otherwise) are expressly subject to Landlord's prior written approval. Landlord may withhold its approval of any such items that require work which:

- a. exceeds or adversely affects the capacity or integrity of the Center's structure or any of its heating, ventilating, air conditioning, plumbing, mechanical, electrical, communications or other systems;
- b. is not approved by the holder of any Encumbrance;
- c. would not be approved by a prudent owner of property similar to the Center;
- d. violates any agreement which affects the Center or binds Landlord;
- e. Landlord reasonably believes will increase the cost of operating or maintaining any of the Center's systems;
- f. Landlord reasonably believes will reduce the market value of the Premises or the Center at the end of the Term;
- g. does not conform to applicable building code or is not approved by any governmental authority having jurisdiction over the Premises;
- h. does not meet or exceed Building Standard; or
- i. Landlord reasonably believes will infringe on the architectural or historical integrity of the Center.

7. Tenant's Plans. On or before the Submission Date, Tenant, at its expense, will cause the Preliminary Plans to be prepared and submitted to Landlord for its approval. Such submittal will include one (1) set, five (5) sets of blue-line prints and three (3) sets of those specifications not shown on the drawings. If the submitted Preliminary Plans are not acceptable to Landlord, Landlord will so notify Tenant by returning the set with required changes noted. If Landlord

notifies Tenant of any required changes to the Preliminary Plans, Tenant will cause the same to be revised according to the returned set and resubmitted to Landlord within seven (7) days after receipt of such notice. Upon submittal to Landlord of the further revised Preliminary Plans, and upon submittal of any further revisions, the procedures described above will be repeated. Within fifteen (15) days after Landlord notifies Tenant of Landlord's approval of the Preliminary Plans, Tenant, at its expense, will cause the Construction Documents to be prepared and submitted to Landlord for its approval. Such submittal will include one (1) set, five (5) sets of blue-line prints, three (3) sets of specifications and a complete color and finish board for the Leasehold Improvements. The Construction Documents must strictly conform to the Preliminary Plans approved by Landlord and must be in all respects sufficient for the purpose of obtaining a building permit for the Leasehold Improvements. If the submitted Construction Documents are not acceptable to Landlord, Landlord will so notify Tenant by returning the same with required changes noted. If Landlord notifies Tenant of any required changes to the Construction Documents, Tenant will cause the Construction Documents to be revised to include Landlord's required changes and resubmitted to Landlord within seven (7) days after receipt of such notice. Upon submittal to Landlord of the further revised Construction Documents, and upon submittal of any further revisions, the procedures described above will be repeated. The Leasehold Improvements will not commence prior to Landlord's approval of the Construction Documents. Except as expressly provided in Paragraph 2 above, no delays in the design or performance of the Leasehold Improvements will change the Start Date or the Rent Commencement Date. Upon completion of the Leasehold Improvements, Tenant will provide Landlord a complete set of reproducible as-built plans of the Premises in AutoCAD format in a version acceptable to Landlord. If Tenant fails to provide such plans, Landlord may obtain them, directly or by field verification, and charge Tenant for all costs incurred by Landlord in doing so. No approval by Landlord of the Preliminary Plans, the Construction Documents or any revisions to them will constitute a representation or warranty by Landlord as to the adequacy or sufficiency of such plans, or the improvements to which they relate, for any use, purpose or condition, but such approval will merely be the consent of Landlord to the construction or installation of improvements in the Premises according to such plans.

8. Leasehold Improvements. After the commencement of the Tenant Finish Period, Tenant, at its expense, will construct or cause to be constructed in the Premises all Leasehold Improvements necessary to bring the Premises into a first class condition consistent with the use specified in the Lease and in accordance with the Construction Documents approved by Landlord. Tenant, at its expense, will obtain: (i) all permits and other governmental approvals required for the completion of the Leasehold Improvements (including, without limitation, building permits); and (ii) all certificates required for occupancy of the Premises from the appropriate governmental authorities. Tenant will cause all Leasehold Improvements to be diligently completed in a good and workmanlike manner, according to the approved Construction Documents and all applicable laws, and free and clear of any liens or claims for liens. The "Substantial Completion" of the Leasehold Improvements shall be deemed to have occurred on the date that a temporary or permanent Certificate of Occupancy or its equivalent is issued by the appropriate local governmental entity concerning the Leasehold Improvements, or if no Certificate of Occupancy will be issued for the Leasehold Improvements, the date on which the Leasehold Improvements have been substantially completed so that Tenant may use them for their intended purposes, notwithstanding that minor punch list items or insubstantial details concerning construction, decoration or mechanical adjustment remain to be performed.

9. **Tenant's Contractor.** Landlord will have the right to approve Tenant's contractor ("Contractor") and all subcontractors, which approvals will not be unreasonably withheld or delayed. Landlord will provide Tenant with a list of contractors and subcontractors that are acceptable to Landlord. Tenant may select its Contractor from such list or may request Landlord's approval of a Contractor and subcontractor for the performance of the Leasehold Improvements not on such list. Tenant will not execute any contract until Landlord's approvals of the Contractor and subcontractors have been obtained and Tenant will cause its proposed Contractor and subcontractors (if not on Landlord's list) to submit such information, including financial information, as may be reasonably required by Landlord to determine whether such Contractor and subcontractors should be approved. Notwithstanding the foregoing, Tenant shall only utilize those contractors or subcontractors that are doing work affecting any mechanical, plumbing or electrical systems ("MEP") that are on Landlord's list of pre-approved MEP contractors.

10. **Construction Contract.** Tenant's construction contract for the Leasehold Improvements will provide (and Tenant will deliver a copy of it to Landlord so that Landlord may confirm it provides) that: (i) Contractor will obtain a payment and performance bond in the amount of one hundred percent (100%) of the cost of constructing the Leasehold Improvements, from a surety company mutually acceptable to Tenant and Landlord; (ii) construction of the Leasehold Improvements will not interfere with Landlord's or Landlord's tenants' activities in, or use or enjoyment of, the Center; (iii) Contractor will cooperate with other contractors in the Center to insure harmonious working relationships, including, without limitation, coordinating with other contractors in the Center concerning use of elevators, trash removal and water and utility usage; (iv) Contractor will leave all Common Areas in neat, clean, orderly and safe condition at the end of each day during construction of the Leasehold Improvements; (v) Contractor will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this Work Letter; (vi) upon completion of the Leasehold Improvements, Contractor will provide to Landlord and Tenant as-built drawings together with mechanical balance reports and any maintenance manuals on equipment installed in the Premises as part of Tenant's Work; (vii) any purchased material remaining after completion of the subject portion of the Leasehold Improvements (such as, for example, extra paint, wall coverings or carpet) will be given by Contractor to Landlord for use in subsequent repairs; and (viii) all labor and material supplied according to the contract will be fully warranted by Contractor for a period of not less than one year from substantial completion of the Leasehold Improvements and such warranty will provide that it is for the benefit of both Landlord and Tenant and may be enforced by either. The construction contract will also contain the following indemnification and defense provision:

"Contractor will protect, defend, hold harmless, and indemnify [Landlord's name to be inserted] and its successors, assigns, directors, officers and employees (collectively, "Indemnities") from and against all claims, actions, liabilities, damages losses, cost and expense (including attorney's fees) arising out of or resulting from the performance of the work contemplated by this contract by Contractor or any of its subcontractors, provided that any such claims, action, liabilities, damages, losses, cost or expense (i) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work contemplated by this contract itself) including the loss of use resulting therefrom, and (ii) are caused in whole or in part by the negligent act or omission of Contractor, any subcontractor, or any

of them may, directly or indirectly, be liable. Such obligations will not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Contractor agrees to protect, defend, hold harmless and indemnify the Indemnities from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from Contractor's failure to purchase all insurance required under Section 11 of the Possession and Leasehold Improvements Agreement attached to and made a part of the Lease Agreement dated [Date of Lease to be inserted] between [Landlord's name to be inserted] and [Tenant's name to be inserted], and Contractor's failure to require and obtain proper insurance coverage from its subcontractors. In any and all claims against the Indemnities or employee of Contractor or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision will not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for Compensation Acts, disability benefit acts, or other employee benefit acts. The indemnification and defense obligations stated above will not apply to any claims, actions, liabilities, damages, losses, cost or expenses caused directly and solely by the affirmative gross negligence or intentional tortious act of the Indemnities."

11. Contractor's Insurance. Tenant will cause Contractor (and, except as provided below, all of Contractor's subcontractors) to procure and maintain in effect during the entire period of construction of the Leasehold Improvements the following insurance:

a. Worker's compensation insurance with statutory benefits and limits which fully comply with all state and federal requirements;

b. Employer's liability insurance with limits of not less than \$200,000.00;

c. Automobile liability insurance including owned, non-owned, leased and hired car coverage, naming Landlord as an additional insured, providing primary (and not contributing) coverage, and containing cross-liability and severability of interest clauses; limits of contract for the performance of the Leasehold Improvements is \$150,000.00 or less, coverage will be in an amount of not less than \$1,000,000.00 combined contract is over \$150,000.00, coverage will be in an amount of not less than \$1,000,000.00 combined single limit per occurrence;

d. Comprehensive general liability insurance including personal injury, owner's and contractor's protective liability, explosion, collapse and underground damage liability endorsement (commonly called X, C and U hazard), products, completed operations, blanket contractual and broad form property damage coverage, naming Landlord as an additional insured, providing primary (and not contributing) coverage, and containing cross-liability and severability of interest clauses; limits of liability will be as follows: if the total amount of Contractor's contract for the performance of the Leasehold Improvements is \$150,000.00 or less, coverage will be in an

amount of not less than \$2,000,000.00 combined single limit per occurrence; if the total amount of Contractor's contract is over \$150,000.00, coverage will be in an amount of not less than \$5,000,000.00 combined single limit per occurrence; and

e. "All risk" builders risk property insurance for the full replacement cost of the Leasehold Improvements on a completed value basis, naming Landlord as a loss payee, as its interest may appear, providing primary (and not contributing) coverage, and including a waiver of all rights of subrogation against Landlord.

All of the above insurance policies must be placed with insurance companies reasonably acceptable to Landlord and must be endorsed to require thirty (30) days' written notice to Landlord prior to any cancellation or material changes in coverage. Prior to the commencement of the Leasehold Improvements, Tenant will cause Contractor to deliver to Landlord original certificates of insurance evidencing the insurance coverage required above. Tenant will also cause Contractor to deliver to Landlord original certificates of insurance evidencing the insurance coverage required above. Tenant will also cause Contractor to obtain certificates or evidence of similar insurance from each of Contractor's subcontractors before their work commences and deliver such certificates or evidence to Landlord. Each subcontractor must be covered by insurance of the same character and in the same amount as specified for Contractor above, except that (i) a subcontractor's comprehensive general liability insurance will have combined single limits not less than \$2,000,000.00 per occurrence, if the total amount of Contractor's contract for the performance of the Leasehold Improvements is \$150,000.00 or less, and not less than \$5,000,000.00 per occurrence, if the total amount of Contractor's contract is over \$150,000.00; (ii) so long as Contractor's builders risk policy covers all of the Leasehold Improvements, no subcontractor will be required to maintain builders risk Contractor and Landlord may agree to lesser limits in writing because of the nature of the particular subcontract work.

12. Additional Requirements Concerning Leasehold Improvements. The following additional requirements will apply to the Leasehold Improvements:

a. All of the Leasehold Improvements will be: (i) of a quality at least equal to Center Standard; (ii) completed only according to the Construction Documents approved by Landlord; (iii) conducted in a manner so as to maintain harmonious labor relations and not to interfere with or delay any other work or activities being carried on by Landlord or Landlord's contractors or other tenants; (iv) designed, performed and completed in substantial compliance with all applicable standards and regulations established by Landlord and provided to Tenant in advance of the commencement of construction of the Leasehold Improvements as well as all safety, fire, plumbing and electrical and other codes and governmental and insurance requirements; (v) completed only by the Contractor and subcontractors approved by Landlord; (vi) coordinated by the approved Contractor so as to insure timely completion; and (vii) performed and conducted in such a manner so as not to alter the structure or systems of the Center.

b. Under no circumstances will Tenant, Contractor or any of their authorized representatives ever alter or modify or in any manner disturb any "Central" (as defined below) system or installation of the Center, including, without limitation, the Central plumbing system, Central electrical system, Central heating, ventilating and air conditioning system, Central fire protection and fire alert system, Central Center maintenance systems, Central structural system,

elevators and anything located within the Central core of the Center. Only with Landlord's express written permission will Tenant, Contractor or their authorized representatives alter or modify or in any manner disturb any "Branch" (as defined below) of any Central system or installation of the Center which serves or is located within the Premises. "Central" means that portion of any Center system or component which is within the core of the Center system or component which is within the core of the Center or common to or serves or exists for the benefit of other tenants in the Center, and "Branch" means that portion of any Center system or component which serves to connect or extend Central systems to the Premises. Any and all interfacing with, or tie-ins to, any Central Center systems or Branches will be scheduled with Landlord not later than five (5) days prior to the commencement of any such work. Any such interfacing with, or tie-ins to, any such Center systems, and any checks of such interfacing or tie-ins, will be performed only after the same have been scheduled with, and approved by, Landlord.

c. Contractor may submit to Landlord written request for use of any Center Standard materials which have been prestocked by Landlord. Any such request will indicate the quantity and description of the prestocked materials needed. Contractor will be responsible for the relocation and allocation of any such materials to the Premises under the supervision of, and only with the consent of, Landlord's Representative or contractor. Contractor will be solely and exclusively responsible for signing for and verifying any such prestocked materials so used. Tenant will pay Landlord as a part of Total Costs the value of any prestocked materials so requested by Contractor from Landlord. The value of any such prestocked materials will be determined by the quantities required in accordance with generally accepted costs in the metropolitan area in which the Center is located.

d. All construction personnel engaged in the performance of the Leasehold Improvements must use the Center's freight elevator and not the passenger elevators for access to the Premises. All deliveries of materials for use in connection with the construction of the Leasehold Improvements requiring the freight elevator of the Center must be scheduled in advance with landlord. In addition, any of the Leasehold Improvements which is to be performed during hours other than normal business hours must be scheduled in advance with Landlord.

e. Tenant agrees that if Contractor fails to leave all Common Areas in a neat, clean, orderly and safe condition at the end of each day during construction of the Leasehold Improvements, Landlord will have the right to immediately take such action as Landlord deems appropriate to render the Common Areas neat, clean, orderly and safe and Tenant will, upon Landlord's written demand, reimburse Landlord for all Landlord's costs of taking such action.

13. Landlord's Services; Construction Administration. During construction of the Leasehold Improvements, Landlord will provide the following services related to such construction, the cost of which will be paid by Tenant as a part of, and be expressly included in, Total Costs: all electricity and other utilities; refuse removal (including dumpsters); any other services requested by Tenant or Contractor that Landlord agrees to provide (such as engineering, maintenance or housekeeping services); and allowing access to the Premises after Business Hours. In addition, the Construction Administration Fee and any other amounts due Landlord under this Work Letter shall be expressly included in Total Costs. All Total Costs that are payable to Landlord shall, at the option of Landlord, be paid by Tenant within ten (10) days after the date of Landlord's invoice or deducted from any remaining Allowance.

14. Inspection; Stop Work; Noncomplying Work. Landlord reserves the right to inspect the Leasehold Improvements in the Premises at all reasonable times, provided that such inspection(s) will in no way make Landlord responsible for any of the Leasehold Improvements and will not constitute a representation or warranty by Landlord as to the adequacy or sufficiency of the Leasehold Improvements. Landlord reserves the right to stop any and all work performed (or to be performed) if Landlord considers any such work, or its performance, to be dangerous or creating a nuisance, or otherwise injurious to Tenant, Landlord or any other Center tenants. If any inspection by Landlord reveals any items of the Leasehold Improvements that does not comply with Tenant's obligations under this Work Letter, Landlord may so notify Tenant and require that the item be corrected to so comply. Within ten (10) days after the date of any such notice from Landlord, Tenant will begin correction of any such noncomplying item and will then promptly and diligently pursue such correction to completion. If any such item is not so corrected, Landlord may enter the Premises at any time and correct the item at Tenant's expense (to be paid by Tenant promptly upon demand).

15. Mechanics' Liens. In the conduct of the Leasehold Improvements, Tenant will take all action necessary to ensure that no mechanic's or other liens attach to the Premises or Center. Without limitation, Tenant will post notices, with form and content and in the manner as specified by any applicable law, notifying all persons or entities which may supply labor or materials in connection with the Leasehold Improvements that Landlord's interest in the Premises and Center will not be subject to any lien for the same. If any such lien should be filed, the provisions of the Lease relevant thereto will apply.

16. Landlord's Allowance. Subject to the provisions hereof, Tenant shall be entitled to apply the Allowance to the Total Costs, and Landlord shall disburse the Allowance to Tenant in a single, lump sum within forty-five (45) days following the last to occur of the following: (i) Landlord's receipt of a written request from Tenant for disbursement of the Allowance; (ii) Landlord's receipt of paid invoices from Tenant evidencing Tenant's Total Costs hereunder; (iii) Landlord's receipt of final, unconditional lien waivers, duly executed and notarized, in customary form and otherwise reasonably acceptable to Landlord, from the Contractor and all subcontractors, materialmen, vendors and suppliers performing work or supplying materials in connection with the Leasehold Improvements; (iv) Landlord's receipt from Tenant of such other information or documentation as Landlord may be reasonably request or require with respect to the Leasehold Improvements and/or the Total Costs; and (v) Tenant's opening for business in all of the Premises for the Use; (vi) Landlord's receipt of Tenant's payment of the first (1st) installments of monthly Base Rent and recurring Additional Rent becoming due and payable under the Lease (following application of the Advance Rent Deposit). Notwithstanding anything contained in this Exhibit B or the Lease to the contrary, Landlord will have no obligation to make any such progress payment at any time that a Default exists under the Lease (beyond any and all applicable notice and cure periods), and the total of all such progress payments will in no event exceed the amount of the Allowance. In addition, Landlord shall have no obligation to disburse any portion of the Allowance following any termination of the Lease. Tenant shall be solely responsible for the payment of all Total Costs in excess of the Allowance.

The Allowance is being paid by Landlord as an inducement to Tenant to enter into this Lease and as consideration for the execution of this Lease by Tenant and the performance by Tenant under this Lease for the full Term. If after Tenant has been granted all or any portion of

the Allowance, the Term is thereafter terminated by virtue of a Default by Tenant or Landlord resumes possession of the Premises subsequent to a Default by Tenant, and Landlord is precluded by applicable law from collecting the full amount of damages attributable to the Default, then, in addition to all other damages and remedies available to Landlord, Landlord shall also be entitled to recover from Tenant the unamortized portion (calculated using an interest rate of twelve percent (12%) per annum compounded monthly) of the Allowance, which sum shall not be deemed Rent. This obligation of Tenant to repay the unamortized balance of the Allowance to Landlord shall survive the expiration or earlier termination of the Term.

17. **General.** The approval by Landlord or any of Landlord's representatives of any drawings, plans or specifications which are prepared in connection with the construction of improvements in the Premises or for any other alterations or the supervision by Landlord or Landlord's representatives of any work performed on behalf of Tenant shall not: (a) imply Landlord's approval of the plans and specifications or work as to quality of design or fitness of any material or device used; (b) imply that the plans and specifications or work are in compliance with any codes or other requirements of governmental authority; (c) impose any liability on Landlord to Tenant or any third party; (d) serve as a waiver or forfeiture of any right of Landlord; or (e) constitute a representation or warranty by Landlord as to the adequacy or sufficiency of the plans or specifications, or the work to which they relate, for any use, purpose or condition. Any approvals given by Landlord hereunder to any drawings, plans or specifications are merely the consent of Landlord to the construction or installation of improvements in the Premises according to such drawings, plans or specifications. Failure by Tenant to pay any amounts due under this Work Letter will have the same effect as failure to pay Rent under the Lease, and such failure or Tenant's failure to perform any of its other obligations under this Work Letter will constitute a Default under the Lease, entitling Landlord to all of its remedies under the Lease as well as all remedies otherwise available to Landlord. The provisions of this Work Letter shall not apply to any additional space added to the original Premises after the date of this Lease, whether by any options under this Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the initial Term, whether under any options under this Lease or otherwise, unless expressly so provided in this Lease or an amendment to this Lease.

EXHIBIT C

FORM OF OCCUPANCY ESTOPPEL CERTIFICATE

OCCUPANCY ESTOPPEL CERTIFICATE

THIS OCCUPANCY ESTOPPEL CERTIFICATE (this "Certificate") is given by **VEGAN FINE BODY LLC**, a Florida limited liability company ("Tenant"), having an address of 330 SW 2nd Street, Suite 103, Fort Lauderdale, Florida 33312, to **BOCA CENTER AT MILITARY LLC**, a Delaware limited liability company ("Landlord"), having an address in c/o Barings LLC, One Financial Plaza, Suite 1700, Hartford, Connecticut 06103, Attention: Boca Center Asset Manager, with respect to that certain Shopping Center Lease Agreement dated _____, 2021 ("Lease"), under which Tenant has leased from Landlord certain premises known as Suite 115 ("Premises"), consisting of 1,242 rentable square feet in the Center known as The Shops at Boca Center, 5250 Town Center Circle, Boca Raton, Florida 33486 ("Center").

In consideration of the mutual covenants and agreements stated in the Lease, and intending that this Certificate may be relied upon by Landlord and any prospective purchaser or present or prospective mortgagee, deed of trust beneficiary or ground lessor of all or a portion of the Center, Tenant certifies as follows:

1. Except for those terms expressly defined in this Certificate, all initially capitalized terms will have the meanings stated for such terms in the Lease.
2. Landlord first delivered possession of the Premises to Tenant (either for occupancy by Tenant or for the commencement of construction by Tenant) on _____, 2021.
3. Tenant moved into the Premises (or otherwise first occupied the Premises for Tenant's business purposes) on _____, 2021.
4. The Commencement Date occurred on _____, 2021, and the Expiration Date will occur on _____, 2026.
5. Tenant's obligation to make monthly payments of Base Rent under the Lease began (or will begin) on _____, 2021, which is the Rent Commencement Date. Base Rent shall be payable in accordance with the following schedule:

INSERT BASE RENT SCHEDULE WITH "HARD" DATES

6. Tenant's obligation to make monthly estimated payments of Additional Rent under the Lease began (or will begin) on the Rent Commencement Date.

[No further text on this page. The signature page follows.]

THIS OCCUPANCY ESTOPPEL CERTIFICATE is executed as of this _____ day of _____, 2021.

TENANT:

VEGAN FINE BODY LLC,
a Florida limited liability company

By: _____
Name: Steven A. Smith
Title: _____

NOT A CERTIFIED COPY

EXHIBIT D

CENTER'S RULES AND REGULATIONS

Tenant agrees to comply with the following Rules and Regulations for the Center, as the same may be amended from time to time by Landlord.

(1) All trash pick-up will be made between the hours of 10:00 p.m. to 9:30 a.m. and if any store will have a rear entrance door, then all deliveries and pick-ups will be made by means of such door.

(2) The hours for the lighting of display windows will be from dusk until 11:00 p.m. Tenants will be required to illuminate their fascia signage during such times as Landlord determines from time to time. Landlord retains the right at any time to centralize the switching and metering for all or a part of the Center signage or to decentralize the system to individual metering and switching.

(3) The parking of vehicles used by Tenant and Tenant's employees will be restricted to the area designated by the Landlord.

(4) Upon request by Landlord, Tenant will furnish Landlord from time to time with a list of Tenant's employees and the license plate numbers and descriptions of any vehicles of Tenant and Tenant's Representatives.

(5) Overnight parking in the parking areas is prohibited.

(6) No Person will use any roadway sidewalk or walkway, except as a means of egress or ingress to any floor area and automobile parking areas within the Center, or adjacent to public streets. Such use will be in an orderly manner and in accordance with the directional or other signs or guides. No sidewalk or walkway will be used for other than pedestrian travel.

(7) No Person will use any automobile parking areas except for the parking of motor vehicles during the period of time such Person or the occupants of such vehicles are customers or business invitees of establishments within the Center. All motor vehicles will be parked in an orderly manner within the appointed lines defining the individual parking space.

(8) No Person, without the prior written consent of Landlord, will, in or on any part of the Common Areas:

(i) Vend, peddle, or solicit orders for sale or distribution of any merchandise, service or other material.

(ii) Exhibit any sign, placard, banner, notice or other written material, except as otherwise expressly permitted under the Lease.

(iii) Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of any of the Common Areas by any customer, business invitee, employee or tenant of the Center, create a disturbance, attract

attention, harass, annoy, disparage or be detrimental to the interest of any of the establishments within the Center.

(iv) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.

(v) Use any sound making device of any kind or create and produce in any manner noise or sound that is annoying, unpleasant or distasteful to any other tenant, occupant or adjacent resident.

(vi) Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Center or the property of customers, business invitees, or employees situated within the Center.

(9) Landlord will have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Center or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the rules and regulations set forth herein. Tenant will pay Landlord the sum of \$100 per occurrence for any infraction of any of the Rules and Regulations following any notice and cure periods.

(10) The design and color of any outdoor furniture or awnings installed by Tenant with Landlord's consent under the Lease shall comply with Building Standard design and color.

NOT A CERTIFIED COPY

EXHIBIT E

EXCLUSIVES & PROHIBITED USES

Tenant agrees that in no event shall its use be permitted to infringe on the following prohibited uses, which represent exclusive uses heretofore granted to other Tenants. Tenant shall indemnify and hold Landlord harmless from any costs, claims or damages, including attorneys' fees at the trial and appellate level and attorneys' fees incurred in the negotiation or settlement of any claim, resulting from any tenant infringement of the prohibited uses contained herein, and Tenant's use of the Premises for any of the Prohibited Uses set forth herein shall be an Event of Default under the Lease.

- A. Tenant shall not be permitted to sell prescription eyeglasses.
- B. Tenant shall not be permitted to operate as chocolate and/or candy shop.
- C. Tenant shall not be permitted to operate a restaurant specializing in the rapid preparation and service of food; any other facility producing, preparing, serving or dispensing any prepared food products primarily for off-premises consumption; a restaurant having a pedestrian walk-up or a vehicular drive-up or drive-through facilities for dispensing any prepared food products for primarily off-premises consumption (any such restaurant or other facility being herein called a "Quick Service Restaurant"). The term "primarily for off-premises consumption" means more than 50% of sales are for off-premises consumption. The term "Quick Service Restaurant" as used herein shall apply to any type of food service establishment which serves any amount of any of the following products: hamburgers or any other type of beef products served in sandwich form; ground meat or meat substitute, or a combination of ground meat and meat substitute or any other type of meat products, any of which are served in sandwich form; chicken; pizza or pizza bread; eggs or egg substitutes, pancakes, French toast, cereal or waffle products; tacos, burritos, tamales, enchiladas, fajitas or nachos. In addition, and not by way of example the following restaurants operating under the listed trade names, or operating under any successor trade names are prohibited: Arby's, Baja Fresh, Blimpies, Chick Fil-A, Brown's Chicken, Fuddrucker's, Long John Silver's, Hardee's, In and Out Burgers, Jack-in-the-Box, Kentucky Fried Chicken (KFC), Popeye's Chicken, Rally's, Steak N' Shake, Burger King, Carl's Jr., Carrows, Del Taco, Dunkin Donuts, Domino's, Burger Chef, El Pollo Loco, Cheeburger, Mr. Submarine, Krispy Kreme, Nathan's, Numero Uno, Papa Ginos, Pollo Tropical, Little Caesar's, Pizza Hut, Subway Sandwiches, Taco Bell, Wendy's, Shakeys, White Castle.
- D. Tenant shall not be permitted to operate or to advertise the operation of a "steakhouse" at Boca Center. For this purpose, a "steakhouse" shall mean a restaurant whose primary fare is steak and chops. "Steakhouse" shall not mean a restaurant serving steaks and chops other than as its primary fare.
- E. Tenant shall not be permitted to sell within the Center (a) whole or freshly ground coffee beans, (b) espresso, espresso-based coffee drinks or coffee-based drinks, or (c) gourmet

brand-identified brewed coffee except, however, that full service, sit-down restaurants serving a complete lunch or dinner menu may sell brewed coffee or hot espresso drinks for on-premises consumption only.

- F. Tenant shall not be permitted to operate a Japanese restaurant, or to install a sushi bar for the consumption of sushi in such premises. Tenant shall not be permitted to, (a) serve "Sushi rolls" (as hereinafter defined) in any form, pre-packaged or otherwise, for the onsite consumption or (b) install a "Hibachi" (as hereinafter defined) grill or perform Hibachi style food preparation for on-site consumption or operate as a Japanese buffet restaurant. As used herein, "Sushi roll" means Sushi rice spread on a piece of seaweed or soy paper made into a roll inside of which may be different kinds of ingredients including, without limitation, tuna, salmon, Hamachi and vegetables. As used herein "Hibachi" means a cooking table located in a dining room where cooking takes place in front of people.
- G. Tenant shall not operate its business in a manner which is commonly known as a "discount house", "wholesale house", "cut rate store", or "outlet store", and shall not conduct any "fire sale", "going out of business sale", "bankruptcy sale" or auction within the Premises.
- H. Tenant shall not operate a build-your-own salad bar (through instructions to an employee of Tenant), (b) devote more than thirty-five percent (35%) of the leasable area of its premises to the sale of salads for on- or off-premises consumption; or (c) generate more than thirty-five percent (35%) of its gross sales in its premises by or from the sale of salads for on- or off-premises consumption.
- I. Tenant shall not operate primarily for the provision of a full array of manicure and pedicure services and ancillary nail care services.
- J. Tenant shall not operate as an upscale, full-service hair salon.
- K. Tenant shall not operate as a restaurant primarily selling pizza for on- or off-premises consumption.
- L. Tenant shall not operate as a branded fine or fashion jewelry store.
- M. Tenant shall not operate as a full-service body and face waxing studio with full body hair removal, such as, by way of example and not limitation, European Wax Center, Lunchbox, UniKWax, Greenwave or similar operators.
- N. Tenant shall not operate as a wine bar or wine-centric restaurant.

EXHIBIT F

FORM OF LEASE GUARANTY

LEASE GUARANTY

THIS LEASE GUARANTY ("Guaranty") is given by **STEVEN A. SMITH** and **NIHAT AHMED** (each a "Guarantor" hereunder), to **BOCA CENTER AT MILITARY LLC**, a Delaware limited liability company ("Landlord"), having a notice address hereunder in c/o Barings LLC, One Financial Plaza, Suite 1700, Hartford, Connecticut 06103, Attention: Boca Center Asset Manager, with respect to that certain Shopping Center Lease Agreement dated March _____, 2021 ("Lease"), by and between Landlord and **VEGAN FINE BODY LLC**, a Florida limited liability ("Tenant"), having an address of 330 SW 2nd Street, Suite 103, Fort Lauderdale, Florida 33312, Attention: Steven A. Smith, under which Tenant has leased from Landlord certain premises known as Suite 115 (the "Premises"), consisting of 1,242 rentable square feet in the shopping center known as The Shops at Boca Center, 5250 Town Center Circle, Boca Raton, Florida 33486 (the "Center").

In order to induce Landlord to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which Guarantor acknowledges, Guarantor promises and agrees as follows:

1. Guarantor absolutely, unconditionally and irrevocably guarantees the payment and performance of, and agrees to pay and perform as a primary obligor, all of Tenant's covenants, obligations, liabilities and duties (including, without limitation, payment of rent and all other amounts required to be paid by Tenant) under the Lease ("Guaranteed Obligations"), as if Guarantor had executed the Lease as Tenant.
2. Guarantor's obligations under this Guaranty are primary and independent of Tenant's obligations. Guarantor agrees that Landlord will not be required first to enforce against Tenant or any other person any Guaranteed Obligations before seeking enforcement against Guarantor. Landlord may bring and maintain an action against Guarantor (or, if Guarantor is more than one party, against any or all of the parties who constitute Guarantor) to enforce any Guaranteed Obligations without joining Tenant or any other person (including, without limitation, any other Guarantor) in such action. Landlord may, however, join Guarantor in any action commenced by Landlord against Tenant to enforce any Guaranteed Obligations and Guarantor waives any demand by Landlord or any prior action by Landlord against Tenant.
3. Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit, letter of credit or other credit in favor of the Tenant may be applied to cure any Tenant default or offset any damages incurred by Landlord under the Lease, as Landlord determines in its sole and absolute discretion, and Landlord shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Landlord against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit, letter of credit or credit, or Landlord's application thereof.

4. Guarantor's obligations under this Guaranty will remain in full force and effect and will not be affected in any way by: (a) any forbearance, indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord; (b) any alteration of the Lease by the parties, whether prior or subsequent to Lease execution; (c) any renewal, extension, modification or amendment of the Lease; (d) any subletting of the premises demised under the Lease or any assignment of Tenant's interest in the Lease; (e) any termination of the Lease to the extent that Tenant remains liable under the Lease after such termination; or (f) the release by Landlord of any party (other than Guarantor) obligated for the Guaranteed Obligations or Landlord's acquisition, release, return or misapplication of any other collateral (including, without limitation, any other guaranties) given now or later as additional security for the Guaranteed Obligations. Guarantor waives notice of any of the above and agrees that Guarantor will remain liable for the Guaranteed Obligations as they may be so altered, renewed, extended, modified, amended or assigned. Guarantor also waives notice of acceptance of this Guaranty and all other notices in connection with this Guaranty or the Guaranteed Obligations, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit by Landlord in the enforcement of any Guaranteed Obligations.

5. Guarantor's obligations under this Guaranty will remain in full force and effect and will not be affected in any way by: (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceeding; or (d) Tenant's death or any disability or other defense of Tenant.

6. Until all Guaranteed Obligations are fully performed and observed, Guarantor: (a) will have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor according to this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or later has against Tenant by reason of any one or more payments or acts of performance by Guarantor according to this Guaranty; and (c) subordinates any liability or indebtedness of Tenant now or later held by Guarantor to the obligations of Tenant to Landlord under the Lease.

7. Guarantor agrees to pay the reasonable attorneys' fees and expenses incurred by Landlord in successfully enforcing Guarantor's obligations under this Guaranty in any action or proceeding to which Landlord is a party. In any action brought under this Guaranty, Guarantor submits to the jurisdiction of the courts of the State of Florida, and to venue in the Circuit Court of Palm Beach County, Florida.

8. This Guaranty will be binding on Guarantor and his or her heirs, executives, legal representatives, successors and assigns and will inure to the benefit of Landlord and its successors and assigns. If Guarantor is more than one party, the obligations of Guarantor under this Guaranty will be joint and several.

9. If the Guarantor is a corporation, the undersigned hereby represents and warrants that this Guaranty has been duly authorized, executed and delivered and that the party executing this Guaranty has all requisite corporate authority to execute this Guaranty.

10. Landlord and Guarantor intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the remainder of this Guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

[No further text on this page. The signature page follows.]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the 23rd day of March, 2021.

GUARANTOR:

[Signature]
Name: STEVEN A. SMITH

HOME ADDRESS OF GUARANTOR:

9784 Grand Verde Way
Boca Raton, FL 33428

STATE OF FLORIDA)

) ss.

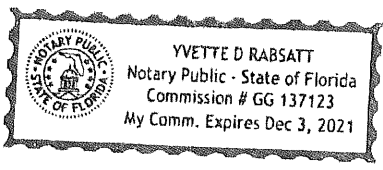
COUNTY OF PALM BEACH)

This Lease Guaranty was acknowledged before me this 23 day of March, 2021 by STEVEN A. SMITH, who is personally known to me or who has produced FL Driver License as identification.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 12/03/2021



NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the 23 day of March, 2021.

GUARANTOR:

[Signature]

Name: **NIHAT AHMED**

HOME ADDRESS OF GUARANTOR:

777 Suka Pkwy Drive West Tower #800
West Palm Beach, FL 33401

STATE OF FLORIDA)

COUNTY OF Palm Beach) ss.

This Lease Guaranty was acknowledged before me this 23 day of March, 2021 by **NIHAT AHMED**, who is personally known to me or who has produced FL Driver License as identification.

WITNESS my hand and official seal.

[Signature]

Notary Public

My commission expires: 12/03/2021

NOT A CERTIFIED COPY

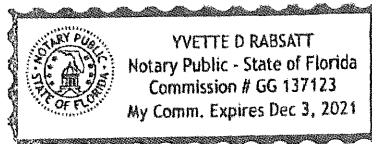


EXHIBIT G

[RESERVED]

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EXHIBIT H

SIGN CRITERIA

TENANT SIGNAGE – SHOPS AT BOCA CENTER

PURPOSE AND INTENT:

The purpose and intent of this section is to establish standards for the placement and use of signs, symbols, markings, or advertising devices for the retail tenants within The Shops at Boca Center. These standards are designed to protect the health and safety of persons within Boca Center and by providing standards which allow and encourage creativity, effectiveness and flexibility in the design and use of such signage and minimize the unreasonable restraint upon the needs of the tenants, while protecting the aesthetic appearance of Boca Center.

GENERAL:

This exhibit outlines the tenant sign criteria for retail spaces for The Shops at Boca Center. This section refers to tenants, which are within the primary retail structure. Tenants will be required to submit, for any and all proposed signs, detailed and dimensioned drawings indicating graphic content, colors, letter style, construction methods, fastening details, wind load calculations and electrical requirements to Landlord for approval.

1. All proposed tenant signs for any single tenant must be submitted together in one package. Total copy and compatibility of signage will be considered by Landlord during the review process.
2. No sign shall be erected until written specifications and drawings of such sign are first approved by the City of Boca Raton and a copy of the permit submitted to Landlord. Such specifications and drawings shall be in accordance with current City of Boca Raton Signage Code and shall be submitted to Landlord and shall show the size, construction, materials, colors, script, name of sign manufacturer and proposed location of such sign in conformity with this exhibit.
3. Any signs installed without prior written approval of Landlord and the City of Boca Raton shall be removed at Tenant's expense, and any damage caused by such installation shall be repaired at Tenant's expense.
4. No sign or advertising medium shall be used so as to be a nuisance or menace, as judged by Landlord, to Landlord, other tenants and the public.
5. Tenant shall agree to maintain tenant's signs in fully operable, good condition at all times. Landlord shall be kept free of all costs, expenses, losses or damage that may result from the existence, installation, or maintenance of tenant's signs.
6. Upon vacating Premises, tenant agrees to remove signs and repair all damage caused by or resulting from such removal.

7. Landlord reserves the right to waive or modify criteria herein. Any waivers granted shall be specifically defined in the lease agreement between Landlord and Tenant. At no time shall Landlord waive the requirement to meet the criteria of governing authorities having jurisdiction over the property.

FASCIA SIGN:

1. Tenant fascia signs are limited to one of the following:
 - a. Channel letters with back lighting.
 - b. Reverse channel letters with exposed neon.
 - c. Plexiglas letters internally illuminated.
 - d. Opaque metal sides and backs with external surfaces shall be primed and painted black. Faces will be flat (not formed) acrylic, color as selected by Tenant and approved by Landlord. Allowable colors: blue, white, green or as otherwise approved by Landlord. A tenant's sign may only use one color unless expressly allowed by lease. All letters are to be internally lighted. All signs are to be flush mounted on the tenant fascia.
2. Tenants who have obtained registered national trademark/logo name (stylized word) for the U.S. Department of Commerce, Patent and Trademark Office, or Florida Department of Commerce shall be permitted its use under the following constraints:
 - a. Current, dated, registered proof of the trademark/logo name to be used; serial number and registration must be current.
 - b. Location is limited to sign band on building façade above the Premises.

PLAQUE SIGN:

1. Sign under walkway shall be 2'-6" x 2'-6" x ¾" marine grade plywood with wood edge band, painted white with black lettering, unless otherwise approved by Landlord, to fit into Landlord's existing frame.

DOOR/STORE FRONT SIGN:

1. Computer produced, precision cut, pre-spaced vinyl letters and symbols, pressure sensitive.
2. Limited to one sign per door, identifying tenant's name & suite number.
3. Limited to two signs per storefront, per bay, identifying tenant name only & hours of operation.

SERVICE DOOR:

1. Painted sign on service door identifying tenant's name and suite number.

PROHIBITED SIGNS AND INSTALLATION PROCEDURES:

- a. Paper signs, cardboard signs, wood signs, and/or stickers or decals utilized as signs.
- b. Signs of temporary character or purpose irrespective of the composition of the sign or material used.
- c. Roof signs.
- d. Pictures, paintings or caricatures.
- e. Box signs or cabinet signs.
- f. Advertising devices, slogans, merchandise to service listings.
- g. Animated, moving or rotating signs or portions of signs, including wind operated devices.
- h. Flashing, oscillating or intermittent lights.
- i. Luminous paint.
- j. Noise making devices.
- k. Non-illuminated plastic letters.
- l. Free standing signs (pole, pylon type or ground signs).
- m. Interior window signs.
- n. Sign which emit visible smoke, vapor particulars or odor.
- o. Balloons.
- p. Flags.
- q. Portable signs.
- r. Handwritten signs.
- s. Banner signs.
- t. Any sign which exhibits thereon any obscene or objectionable material.

- u. Any other signs or graphics or components which Landlord determines to distract from the overall center theme and character of the center, and/or not permitted by the City of Boca Raton.

NOT A CERTIFIED COPY

Exhibit “B”

NOT A CERTIFIED COPY

LEASE GUARANTY

THIS LEASE GUARANTY ("Guaranty") is given by **STEVEN A. SMITH** and **NIHAT AHMED** (each a "Guarantor" hereunder), to **BOCA CENTER AT MILITARY LLC**, a Delaware limited liability company ("Landlord"), having a notice address hereunder in c/o Barings LLC, One Financial Plaza, Suite 1700, Hartford, Connecticut 06103, Attention: Boca Center Asset Manager, with respect to that certain Shopping Center Lease Agreement dated March 23rd, 2021 ("Lease"), by and between Landlord and **VEGAN FINE BODY LLC**, a Florida limited liability ("Tenant"), having an address of 330 SW 2nd Street, Suite 103, Fort Lauderdale, Florida 33312, Attention: Steven A. Smith, under which Tenant has leased from Landlord certain premises known as Suite 115 (the "Premises"), consisting of 1,242 rentable square feet in the shopping center known as The Shops at Boca Center, 5250 Town Center Circle, Boca Raton, Florida 33486 (the "Center").

In order to induce Landlord to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which Guarantor acknowledges, Guarantor promises and agrees as follows:

1. Guarantor absolutely, unconditionally and irrevocably guarantees the payment and performance of, and agrees to pay and perform as a primary obligor, all of Tenant's covenants, obligations, liabilities and duties (including, without limitation, payment of rent and all other amounts required to be paid by Tenant) under the Lease ("Guaranteed Obligations"), as if Guarantor had executed the Lease as Tenant.

2. Guarantor's obligations under this Guaranty are primary and independent of Tenant's obligations. Guarantor agrees that Landlord will not be required first to enforce against Tenant or any other person any Guaranteed Obligations before seeking enforcement against Guarantor. Landlord may bring and maintain an action against Guarantor (or, if Guarantor is more than one party, against any or all of the parties who constitute Guarantor) to enforce any Guaranteed Obligations without joining Tenant or any other person (including, without limitation, any other Guarantor) in such action. Landlord may, however, join Guarantor in any action commenced by Landlord against Tenant to enforce any Guaranteed Obligations and Guarantor waives any demand by Landlord or any prior action by Landlord against Tenant.

3. Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit, letter of credit or other credit in favor of the Tenant may be applied to cure any Tenant default or offset any damages incurred by Landlord under the Lease, as Landlord determines in its sole and absolute discretion, and Landlord shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Landlord against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit, letter of credit or credit, or Landlord's application thereof.

4. Guarantor's obligations under this Guaranty will remain in full force and effect and will not be affected in any way by: (a) any forbearance, indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord; (b) any alteration of the Lease by the parties, whether prior or subsequent to Lease execution; (c) any renewal, extension,

modification or amendment of the Lease; (d) any subletting of the premises demised under the Lease or any assignment of Tenant's interest in the Lease; (e) any termination of the Lease to the extent that Tenant remains liable under the Lease after such termination; or (f) the release by Landlord of any party (other than Guarantor) obligated for the Guaranteed Obligations or Landlord's acquisition, release, return or misapplication of any other collateral (including, without limitation, any other guaranties) given now or later as additional security for the Guaranteed Obligations. Guarantor waives notice of any of the above and agrees that Guarantor will remain liable for the Guaranteed Obligations as they may be so altered, renewed, extended, modified, amended or assigned. Guarantor also waives notice of acceptance of this Guaranty and all other notices in connection with this Guaranty or the Guaranteed Obligations, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit by Landlord in the enforcement of any Guaranteed Obligations.

5. Guarantor's obligations under this Guaranty will remain in full force and effect and will not be affected in any way by: (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceeding; or (d) Tenant's death or any disability or other defense of Tenant.

6. Until all Guaranteed Obligations are fully performed and observed, Guarantor: (a) will have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor according to this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or later has against Tenant by reason of any one or more payments or acts of performance by Guarantor according to this Guaranty; and (c) subordinates any liability or indebtedness of Tenant now or later held by Guarantor to the obligations of Tenant to Landlord under the Lease.

7. Guarantor agrees to pay the reasonable attorneys' fees and expenses incurred by Landlord in successfully enforcing Guarantor's obligations under this Guaranty in any action or proceeding to which Landlord is a party. In any action brought under this Guaranty, Guarantor submits to the jurisdiction of the courts of the State of Florida, and to venue in the Circuit Court of Palm Beach County, Florida.

8. This Guaranty will be binding on Guarantor and his or her heirs, executives, legal representatives, successors and assigns and will inure to the benefit of Landlord and its successors and assigns. If Guarantor is more than one party, the obligations of Guarantor under this Guaranty will be joint and several.

9. If the Guarantor is a corporation, the undersigned hereby represents and warrants that this Guaranty has been duly authorized, executed and delivered and that the party executing this Guaranty has all requisite corporate authority to execute this Guaranty.

10. Landlord and Guarantor intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court

to be invalid for any reason, the remainder of this Guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

[No further text on this page. The signature page follows.]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the 23rd day of March, 2021.

GUARANTOR:

St. A. Smith

Name: STEVEN A. SMITH

HOME ADDRESS OF GUARANTOR:

9784 Grand Verde Way
Boca Raton, FL 33428

STATE OF FLORIDA)

) ss.

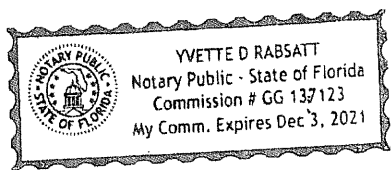
COUNTY OF PALM BEACH)

This Lease Guaranty was acknowledged before me this 23 day of March, 2021 by STEVEN A. SMITH, who is personally known to me or who has produced FL Driver License identification.

WITNESS my hand and official seal.

[Signature]
Notary Public

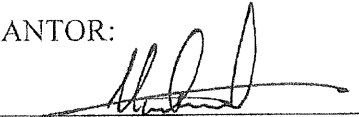
My commission expires: 12/03/2021



NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the
23rd day of March, 2021.

GUARANTOR:


Name: **NIHAT AHMED**

HOME ADDRESS OF GUARANTOR:

777 South Alyden Drive West, Tower #800
West Palm Beach, FL 33401

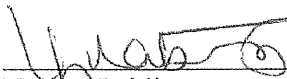
STATE OF FLORIDA)

) ss.

COUNTY OF Palm Beach

This Lease Guaranty was acknowledged before me this 23 day of March, 2021 by
NIHAT AHMED, who is personally known to me or who has produced FL Driver License
as identification.

WITNESS my hand and official seal.


Notary Public

My commission expires: 12/03/2021

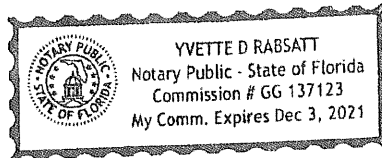


Exhibit “C”

NOT A CERTIFIED COPY

NOTICE TO TENANTS

SCC Shops at Boca Center LLC
3300 Enterprise Parkway
Beachwood, OH 44122

March 28, 2022

VEGAN FINE BODY LLC
ATTN STEVEN A SMITH
~~330 SW 2ND ST STE 103~~
FORT LAUDERDALE, FL 33312

5250 Town Center Cir Ste 115
Boca Raton, FL 33486

Re: Notice to Tenants of Shops at Boca Center, Boca Raton, Florida (the "Property"); d/b/a **VEGAN FINE BODY**

Dear Tenant:

Please be advised that on March 28, 2022 (the "Effective Date"), the Property was conveyed and your lease (the "Lease") was assigned by Boca Center At Military LLC ("Seller") to SCC Shops at Boca Center LLC ("New Owner"). In addition, the property manager for the Property will now be DDR Asset Management LLC, an affiliate of the New Owner. A copy of the Bill of Sale and General Assignment and form W-9* for New Owner are enclosed for your reference. The purpose of this letter is to inform you of the acquisition and the impact on your lease and to facilitate ongoing communication. Until otherwise directed, communications with New Owner with respect to the following matters should be directed as follows:

I. Rent. All rents, additional rents and other charges under the Lease for periods from and after the Effective Date are to be made payable to SCC Shops at Boca Center LLC at the following new address:

SCC Shops at Boca Center LLC
Dept. 453812 21550 82651
PO Box 931650
Cleveland, OH 44193

New Owner also accepts payments via its online Tenant Portal. Tenants have the ability to make one-time payments or set up automatic monthly payments. Please visit <https://www.sitecenters.com/tenants> for more information.

II. Notices and Correspondence. All notices and correspondence (other than insurance certificates and sales reports) should be sent to New Owner at the following address:

SCC Shops at Boca Center LLC
c/o SITE Centers Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attn: Executive Vice President – Leasing

With a copy to:

SCC Shops at Boca Center LLC
c/o SITE Centers Corp.
3300 Enterprise Parkway,
Beachwood, Ohio 44122
Attn: General Counsel

III. Insurance. You are hereby requested to have the insurance policies required under the Lease amended to add New Owner and SITE Centers Corp. as additional insureds thereunder and have a certificate of insurance indicating such amendment forwarded to New Owner.

All certificates of insurance should be addressed to:

SCC Shops at Boca Center LLC
Insurance Compliance
3300 Enterprise Parkway
Beachwood, Ohio 44122

Certificates may also be emailed to insurancecompliance@sitecenters.com.

IV. Sales Reports. All Sales reports (if required) should be addressed to:

SCC Shops at Boca Center LLC
c/o SITE Centers Corp.
3300 Enterprise Parkway,
Beachwood, Ohio 44122
Attn: Lease Accounting/Gross Sales Department
Or via email: GSales@sitecenters.com

New Owner also accepts sales reports via its online Tenant Portal. Please visit <https://www.sitecenters.com/tenants> for more information.

V. Personnel. Finally, if you have specific questions, please feel free to contact any of the following persons:

The contact person with respect to operational matters is:

Pippa Brown

Phone: 954/915-7059

Email: PBrown@sitecenters.com

The contact person for leasing is:

Marielle de la Hoz

Phone: 754/332-2003

Email: Mdelahoz@sitecenters.com

The contact with respect to lease billings is:

Tenant Services

Phone: 216/755-3284

Email: Tenant_Services@sitecenters.com

We appreciate your patience and cooperation during this transition.

[Signatures on following pages]

*Please note that New Owner is a disregarded entity for federal filing purposes. Its activity is reported under its ultimate parent entity, DDR Continental LP whose FEIN is 34-1858298. Under IRS Form W-9 instructions, a disregarded entity is required to enter the ultimate parent's name on the "Name" line and the owner's name on the "Business Name" line. Under IRS Form W-9 instructions a disregarded entity is required to report its activity under the ultimate parent entity. Please note that the address listed on the W-9 is the tax filing address for your landlord and not the address to be used for your rental payments and other charges.

Sincerely,

BOCA CENTER AT MILITARY LLC,
a Delaware limited liability company

By: 

Deborah P. Schwarz
Authorized Officer

NOT A CERTIFIED COPY

NEW OWNER:

SCC Shops at Boca Center LLC
a Delaware limited liability company

By: Michael S. Owendoff
Name: Michael S. Owendoff
Its: Deputy General Counsel

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BILL OF SALE AND GENERAL ASSIGNMENT

This Bill of Sale and General Assignment is executed and delivered as of the 28th day of March, 2022, pursuant to that certain Purchase and Sale Agreement, dated as of February 25, 2022 (as amended, the “**Purchase Agreement**”), by and among BOCA CENTER AT MILITARY LLC, a Delaware limited liability company (“**Seller**”), and SCC SHOPS AT BOCA CENTER LLC, a Delaware limited liability company, and SCC Boca Raton Outparcel LLC, a Delaware limited liability company (together, “**Purchaser**”), as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of March 21, 2022, by and between Seller and Purchaser, covering the real property described in *Exhibit A* attached hereto (the “**Real Property**”). All capitalized terms not expressly defined herein shall have the same meanings ascribed to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties, Seller and Purchaser hereby agree as follows:

1. Sale of Personal Property. Seller hereby sells, transfers, sets over and conveys to Purchaser the following (the “**Personal Property**”), it being understood and agreed that Seller makes no representation or warranty concerning the condition or title to any of the Personal Property and that all Personal Property being conveyed hereby is being conveyed “as is, where is”:

(a) Tangible Personal Property. All of Seller’s right, title and interest in and to all equipment, machinery, furnishings, building materials, signage, supplies, inventory, carpeting, draperies, appliances, and other tangible personal property which is now or hereafter affixed, attached to, placed, situated or located at the Real Property and used in connection with the ownership, operation or occupancy thereof, including without limitation the items listed on *Exhibit B* attached hereto and by this reference made a part hereof (herein referred to collectively as the “**Tangible Personal Property**”).

(b) Intangible Personal Property. To the extent transferable by Seller and without warranty, all of Seller’s right, title and interest in and to (i) any other intangible personal property now or hereafter relating to the Real Property (including, without limitation, its construction, development, ownership, operation, or occupancy) or the Tangible Personal Property, including all intellectual property relating exclusively to the Improvements including, without limitation, the domain name www.bocacenter.com, any and all social media accounts related to the Property and the trade name “The Shops at Boca Center”, (ii) any and all warranties, guaranties, indemnifications and lien waivers relating to the Improvements or any Tangible Personal Property, and all certificates of occupancy, permits, licenses, entitlements, approvals, and authorizations by any Governmental Authority, relating to the development, construction, ownership, operation, and occupancy of the Real Property or any portion thereof, and (iii) plans and specifications and all other architectural and engineering drawings for the development or redevelopment of the Real Property and any portion thereof, and any and all surveys, engineering reports and other technical information relating to the Real Property, including, without limitation, all site plans, surveys, soil and substrata studies, engineering plans and studies, mechanical plans, floor plans, landscape plans, and other plans in Seller’s possession that relate to the Real Property (herein referred to collectively as the “**Intangible Personal Property**”).

2. Assignment of Leases and Service Contracts. Seller hereby assigns, transfers, sets over and conveys to Purchaser, and Purchaser hereby accepts such assignment of, the following (the "Assigned Property"):

(a) Leases. All of the landlord's right, title and interest in and to the leases, tenancy and occupancy agreements with respect to the Improvements listed on the rent roll attached hereto as *Exhibit C* (the "Leases") covering the Real Property and in and to all security, key or other refundable deposits and guaranties of any Tenant's duties and obligations under any Lease, together with interest thereon owing to Tenants, if any, (collectively, the "Lease Guaranties"),

[REDACTED]

(b) Service Contracts. All of Seller's right, title and interest in and to the maintenance and service agreements (to the extent assignable) relating to the management, maintenance, and operation of the Property listed on the attached *Exhibit D* (the "Service Contracts"), and Purchaser hereby assumes all of Seller's obligations under the Service Contracts arising from and after the Closing Date.

(c) [REDACTED]

3. Purchase Agreement Applies. The covenants, agreements, representations, warranties, indemnities and limitations provided in the Purchase Agreement with respect to the property transferred hereunder (including, without limitation, all qualifications and limitations of liability set forth in Sections 14.3 and 14.4 of the Purchase Agreement), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

4. Disclaimer. As set forth in the Purchase Agreement and except as set forth therein, which provisions are hereby incorporated by this reference as if herein set out in full, the Personal Property and Assigned Property are conveyed by Seller and accepted by Purchaser AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF SELLER AND PURCHASER EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OF THE STATE OR STATES WHERE THE REAL PROPERTY IS LOCATED.

[Remainder of Page Intentionally Left Blank]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and General Assignment to be executed as of the date written above.

SELLER:

BOCA CENTER AT MILITARY LLC,
a Delaware limited liability company

By: 
Deborah P. Schwartz
Authorized Officer


PURCHASER:

SCC SHOPS AT BOCA CENTER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____


- Exhibit A – Legal Description of the Real Property
- Exhibit B – List of Tangible Personal Property
- Exhibit C – Rent Roll
- Exhibit D – List of Service Contracts

SCC BOCA RATON OUTPARCEL LLC,
a Delaware limited liability company

By: 
Name: John M. Cattonar
Title: Executive Vice President

NOT A CERTIFIED COPY

SCC SHOPS AT BOCA CENTER LLC,
a Delaware limited liability company

By: 
Name: John M. Cattonar
Title: Executive Vice President

NOT A CERTIFIED COPY

- Exhibit A – Legal Description of the Property
- Exhibit B – List of Tangible Personal Property
- Exhibit C – Rent Roll
- Exhibit D – List of Service Contracts

NOT A CERTIFIED COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

AREA 2:

A parcel of land being a portion of BOCA CENTER, according to the Plat thereof as recorded in Plat Book 108, Pages 1 and 2 of the Public Records of Palm Beach County, Florida, lying in Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, described as follows:

COMMENCE at the Northeast corner of CEDAR GROVE SUBDIVISION, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida, said point also being the most westerly southwest corner of Parcel "A" of said BOCA CENTER; thence N54°30'37"E, along the north line of said Parcel "A", 75.00 feet to the POINT OF BEGINNING; thence continue along the north line of Parcel "A", N54°30'37"E, 963.00 feet to a point of curvature of a curve concave to the north; thence continue northeasterly along said north line of Parcel "A" and along the arc of said curve, having a radius of 1697.02 feet and a central angle of 05°11'55", a distance of 153.98 feet to point of reverse curvature of a curve concave to the south; thence southeasterly along the arc of said curve, having a radius of 25.00 feet and a central angle of 94°36'15", a distance of 41.28 feet; thence S36°05'03"E, 357.15 feet; thence S00°35'30"E, 8.63 feet; thence S54°30'37"W, 499.79 feet; thence S35°29'23"E, 85.00 feet; thence S54°30'37"W, 6.00 feet; thence S35°29'23"E, 25.00 feet; thence S54°30'37"W, 47.00 feet; thence N80°29'23"W, 99.00 feet; thence N35°29'23"W, 40.00 feet; thence N54°30'37"E, 10.00 feet; thence N35°29'23"W, 110.36 feet; thence S54°30'37"W, 60.00 feet; thence S35°29'23"E, 110.36 feet; thence N54°30'37"E, 10.00 feet; thence S35°29'23"E, 40.00 feet; thence S09°30'37"W, 99.00 feet; thence S54°30'37"W, 47.00 feet; thence N35°29'23"W, 35.00 feet; thence S54°30'37"W, 6.00 feet; thence N35°29'23"W, 75.00 feet; thence S54°30'37"W, 357.00 feet; thence N35°29'23"W, 381.87 feet to the POINT OF BEGINNING.

AREA 4:

A parcel of land being a portion of Boca Center, according to the plat thereof, as recorded in Plat Book 108, Page 1, of the Public Records of Palm Beach County, Florida, lying within Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida; being more particularly described as follows:

COMMENCING at the Northeast corner of Cedar Grove Subdivision, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida; thence N54°30'37"E, a distance of 575.00 feet; thence S35°29'23"E, a distance of 271.50 feet to the POINT OF BEGINNING; thence N54°30'37"E, a distance of 30.00 feet; thence S35°29'23"E, a distance of 110.36 feet; thence S54°30'37"W, a distance of 10.00 feet; thence S35°29'23"E, a distance of 40.00 feet; thence S80°29'23"E, a distance of 110.90 feet; thence S35°29'23"E, a distance of 153.40 feet; thence N81°13'42"W, a distance of 95.54 feet; thence S54°30'37"W, a distance of 60.00 feet; thence S17°46'55"W, a distance of 85.37 feet; thence N35°29'23"W, a distance of 137.76 feet; thence

N09°30'37"E, a distance of 110.91 feet; thence N35°29'23"W, a distance of 40.00 feet; thence S54°30'37"W, a distance of 10.00 feet; thence N35°29'23"W, a distance of 110.36 feet; thence N54°30'37"E, a distance of 30.00 feet to the POINT OF BEGINNING.

AREA 8:

A parcel of land being a portion of BOCA CENTER, according to the Plat thereof as recorded in Plat Book 108, Pages 1 and 2 of the Public Records of Palm Beach County, Florida, lying in Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, described as follows:

COMMENCE at the Northeast corner of CEDAR GROVE SUBDIVISION, as recorded in Plat Book 41, Page 40, of the Public Records of Palm Beach County, Florida, said point also being the most westerly southwest corner of Parcel "A" of said BOCA CENTER; thence N54°30'37"E, along the north line of said Parcel "A", 1038.00 feet to a point of curvature of a curve concave to the north; thence continue northeasterly along said north line of Parcel "A" and along the arc of said curve, having a radius of 1697.02 feet and a central angle of 07°20'20", a distance of 217.36 to the POINT OF BEGINNING; thence continue along said north line of Parcel "A" and along the arc of said curve, having a radius of 1697.02 feet and a central angle of 00°11'23", a distance of 5.62 feet; thence N53°56'35"E, along the easterly right-of-way line of Military Trail by Order of Taking recorded in Official Records Book 11824, Page 835 of the Public Records of Palm Beach County, Florida, 100.00 feet to a point on the arc of a non-tangent curve concave to the northwest, a radial line to said point bears S46°20'32"E; thence northerly along said easterly right-of-way line and along the arc of said curve, having a radius of 1712.02 feet and a central angle of 05°31'44", an arc distance of 165.21 feet to a point of reverse curvature of a curve concave to the south; thence southeasterly along the arc of said curve, having a radius of 20.00 feet and a central angle of 141°16'46", an arc distance of 49.32 feet; thence S00°35'30"E, along the east line of Parcel "A" of said BOCA CENTER, 308.96 feet; thence S89°11'53"W, 33.12 feet; thence N05°04'13"W, 4.78 feet; thence S89°57'58"W, 34.88 feet; thence N35°50'12"W, 37.44 feet; thence S54°29'41"W, 52.49 feet to a point on the arc of a non-tangent curve concave to the north, a radial line to said point bears S35°49'39"E; thence northwesterly along the arc of said curve, having a radius of 9.90 feet and a central angle of 82°51'29", a distance of 14.32 feet; thence N36°05'03"W, 138.58 feet to a point of curvature of a curve concave to the east; thence northerly along the arc of said curve, having a radius of 23.00 feet and a central angle of 42°35'33", a distance of 17.10 feet to the POINT OF BEGINNING.

PARCEL 2 : (Easement)

Those certain non exclusive, reciprocal easements created pursuant to the Crocker Center Declaration of Covenants, Restrictions and Reciprocal Easements recorded in Official Records Book 4708, Page 1240, of the Public Records of Palm Beach County, Florida, as amended to the date hereof.

PARCEL 3: (Easement)

Together with perpetual non-exclusive drainage easements as set forth and created in that certain Drainage Easement by and between Fairfield at Boca Association, Inc., and 485 Properties, LLC, dated November 18, 1999 and recorded September 25, 2000 in Official Records Book 12035, Page 1034, as partially terminated by Termination of Drainage Easement recorded in Official Records Book 15885, Page 386.

PARCEL 4: (Easement)

Together with appurtenant non-exclusive easement as contained in that Access Agreement between 485 Properties, LLC, a Delaware limited liability company and WRC Properties, Inc., a Delaware corporation, dated July 6, 2006 and recorded July 17, 2006 in Official Records Book 20609, Page 1645, for the purposes described therein over and across the lands contained therein.

EXHIBIT B

LIST OF TANGIBLE PERSONAL PROPERTY

None.

NOT A CERTIFIED COPY

EXHIBIT C

RENT ROLL

(see attached)

NOT A CERTIFIED COPY

Database: MRI_PROD
Report Version: 3.46

Rent Roll
F21790: Boca Center - Retail
As Of 2/25/2022

Page: 1
Date: 3/25/2022
Time: 14:56

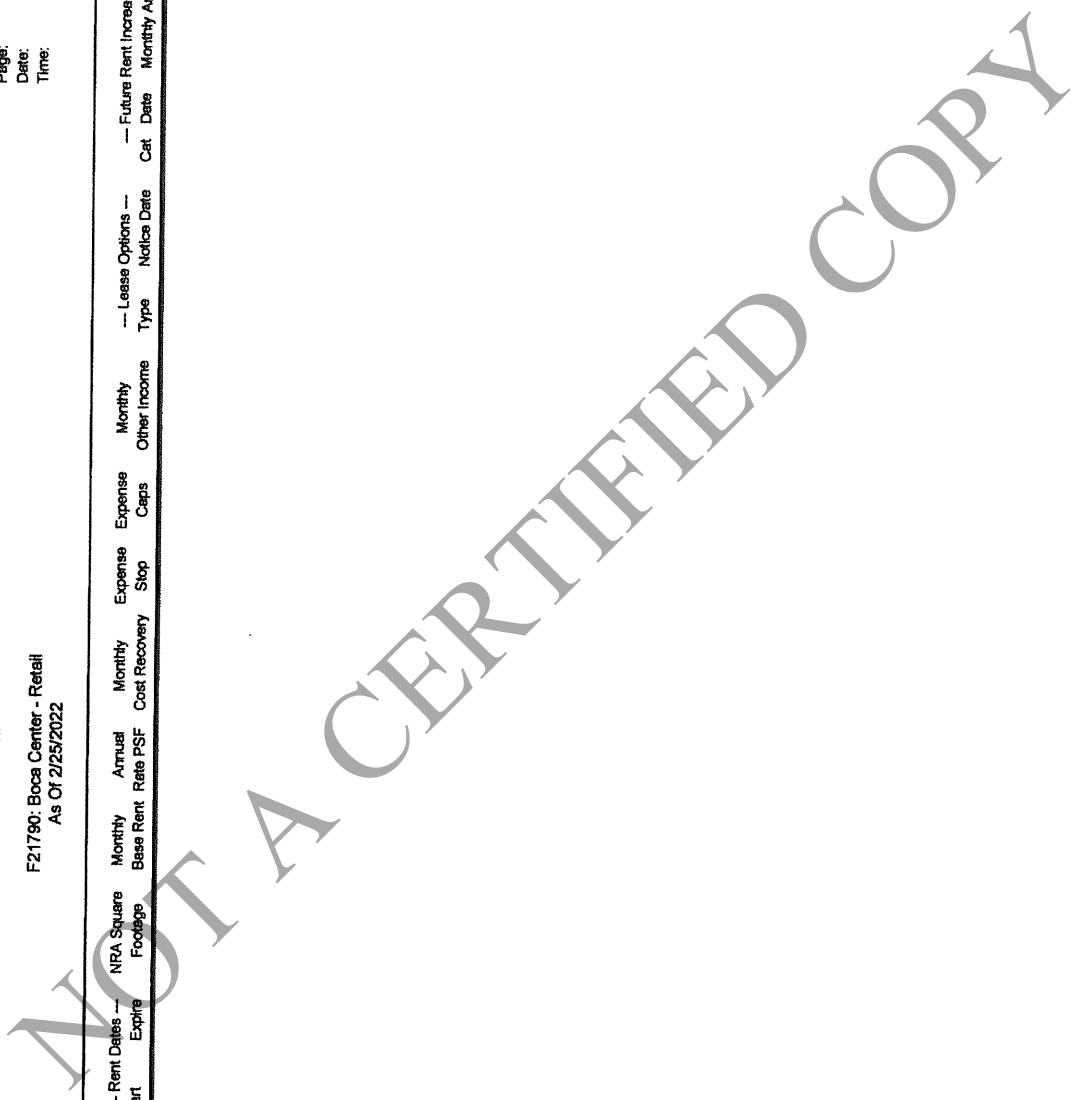
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New Leases

239D Sixty Vines Boca Raton, LLC

227D Venus Med Spa, Inc.

205D Central Boca FH LLC



Database: MRI_PROD
Report Version: 3.46

Rent Roll

F21790: Boca Center - Retail
As Of 2/25/2022

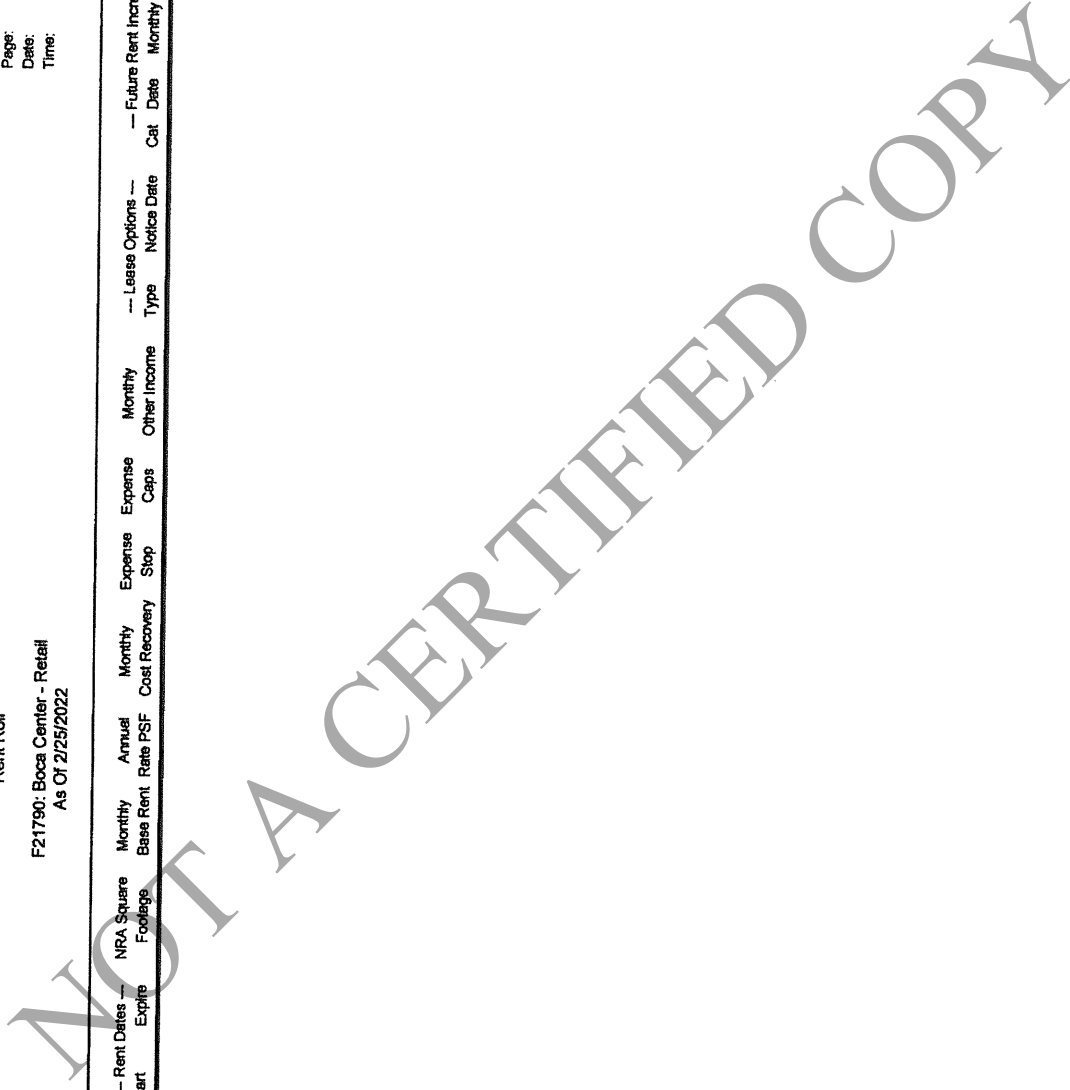
Page: 2
Date: 3/25/2022
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Suite Id	Tenant Name	Occupancy Status	--- Rent Dates --- Start	NRA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Caps	Monthly Other Income	--- Lease Options --- Type	Notice Date	--- Future Rent Increases --- Cat	Monthly Amt	PSF
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128D Gary Santoro Fire Art Inc

109D ENL 2021, Inc.

233D Batch, The Cookie Company B



Database: MRL_PROD
Report Version: 3.46

Rent Roll

F21790: Boca Center - Retail
As Of 2/25/2022

Page: 3
Date: 3/25/2022
Time: 14:56

Suite Id	Tenant Name	Occupancy Status	--- Rent Dates --- Start	Expire	NRA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Caps	Monthly Other Income	--- Lease Options --- Type	Notice Date	--- Future Rent Increases --- Cat	Monthly Amt	PSF
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NOT A CERTIFIED COPY

228D Wolff-St, LLC.

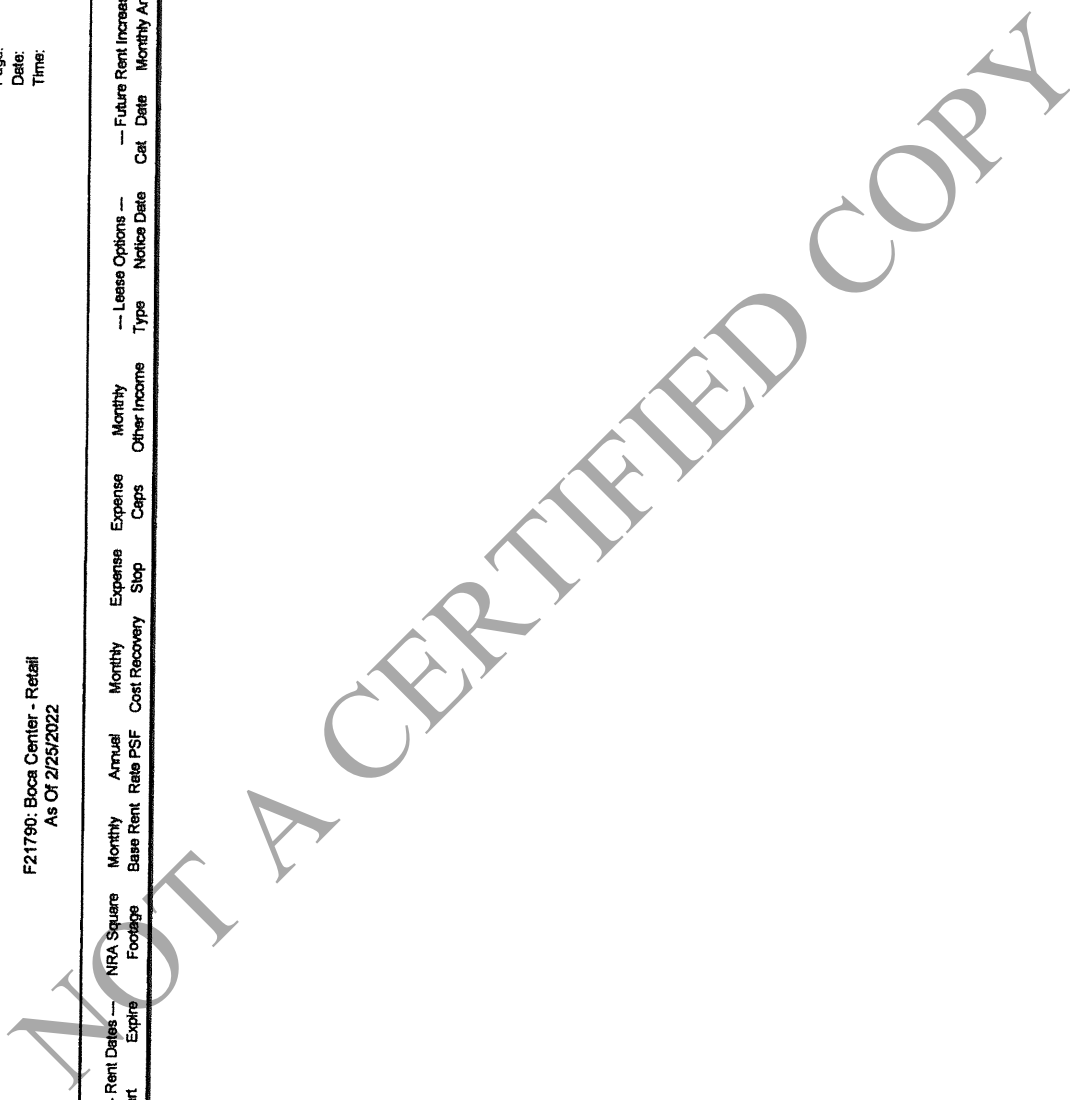
230D Dancing Hummingbird, LLC

Database: MRL_PROD
 Report Version: 3.46

Rent Roll
 F21790: Boca Center - Retail
 As Of 2/25/2022

Page: 4
 Date: 3/25/2022
 Time: 14:56

Suite Id	Tenant Name	Occupancy Status	Start	Expire	NRA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Caps	Monthly Other Income	Lease Options Type	Notice Date	Future Rent Increases Cat	Monthly Amt	PSF
143D	Copper Fish Boca LLC															
223D	Just Salad															
135D	Hoffman Commercial Group In															
247D	Tap 42 Boca LLC															
217D	Mortons of Chicago Boca Resto															
137D	Chicos Fas Inc															



Database: MRL_PROD
 Report Version: 3.48

Rent Roll
 F21790: Boca Center - Retail
 As Of 2/25/2022

Page: 5
 Date: 3/25/2022
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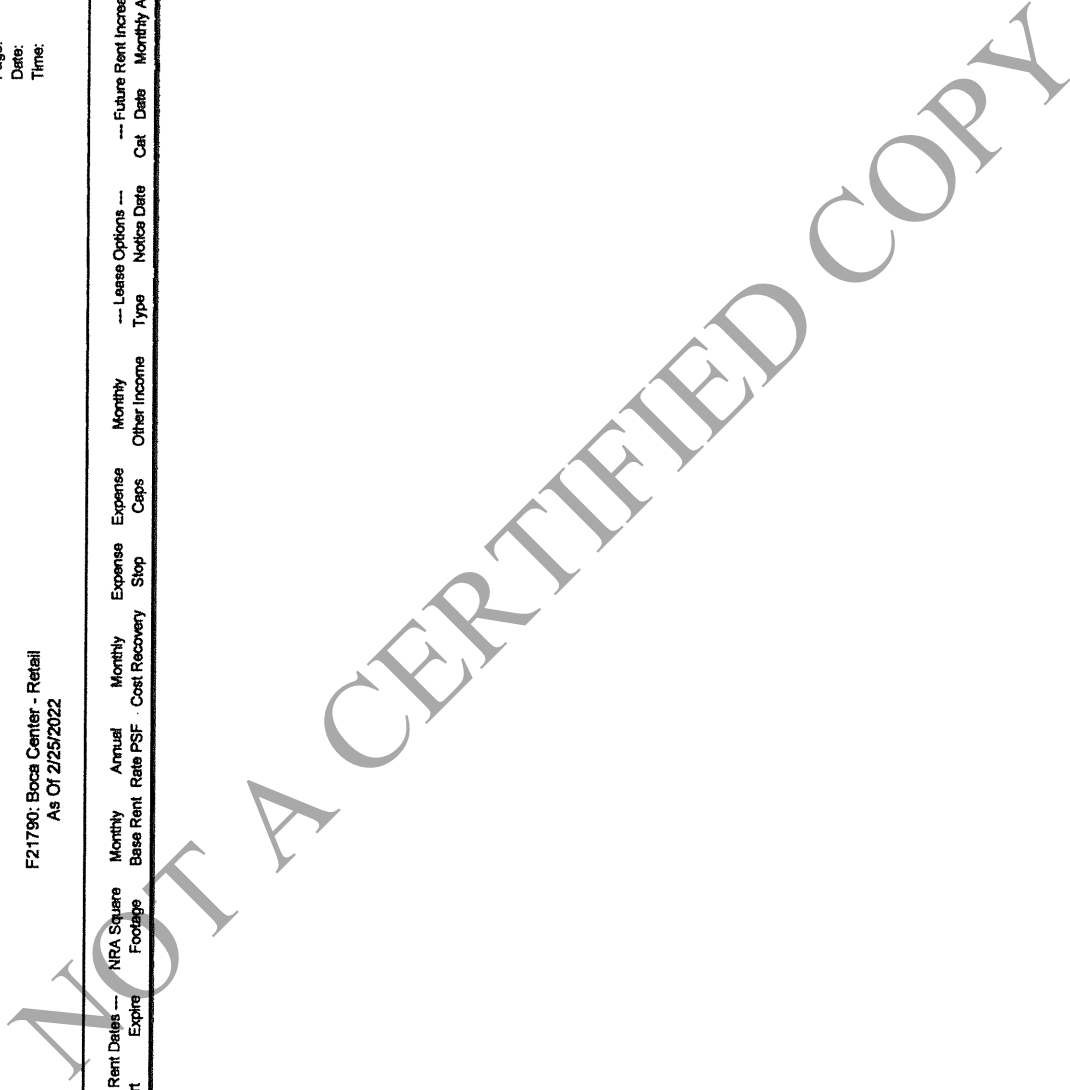
Suite Id	Tenant Name	Occupancy Status	Start	Expire	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Ceps	Other Income	Monthly	Lease Options Type	Notice Date	Future Rent Increases Cat	Monthly Amt	PSF
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Vacant Suites

1290	Vacant															
2050	Vacant															
2080	Vacant															
2130	Vacant															
2250	Vacant															
2270	Vacant															
2330	Vacant															
2380	Vacant															

Occupied Suites

101D	Narbora															
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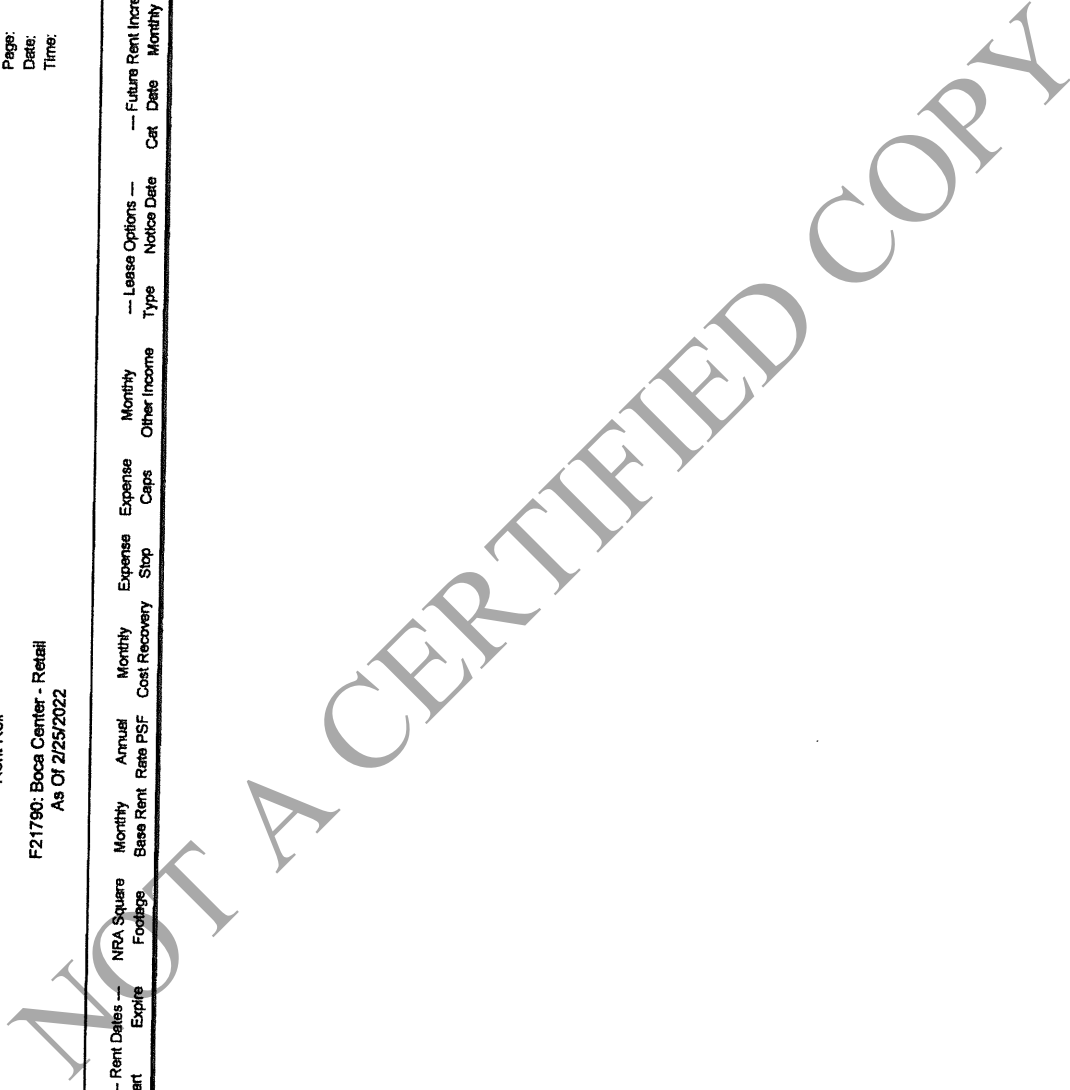
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Rent Roll

F21790: Boca Center - Retail
 As Of 2/25/2022

Page: 6
 Date: 3/25/2022
 Time: 14:56

Suite Id	Tenant Name	Occupancy Status	Start	End	Base Rent	Monthly Rate	Annual Rate	PSF	Monthly Cost	Recovery	Expense Stop	Expense Caps	Other Income	Monthly	Type	Notice Date	Lease Options	Car	Future Rent Increases	Monthly Amt	PSF	
109D	ENL 2021, Inc.																					
111D	Sushi Roy Inc																					
116D	Vegan Fire Body LLC																					
117D	Starbucks Corporation																					
119D	USA Wearing Company																					
121D	Coastal Trading, LLC																					



Database: MRI_PROD
Report Version: 3.46

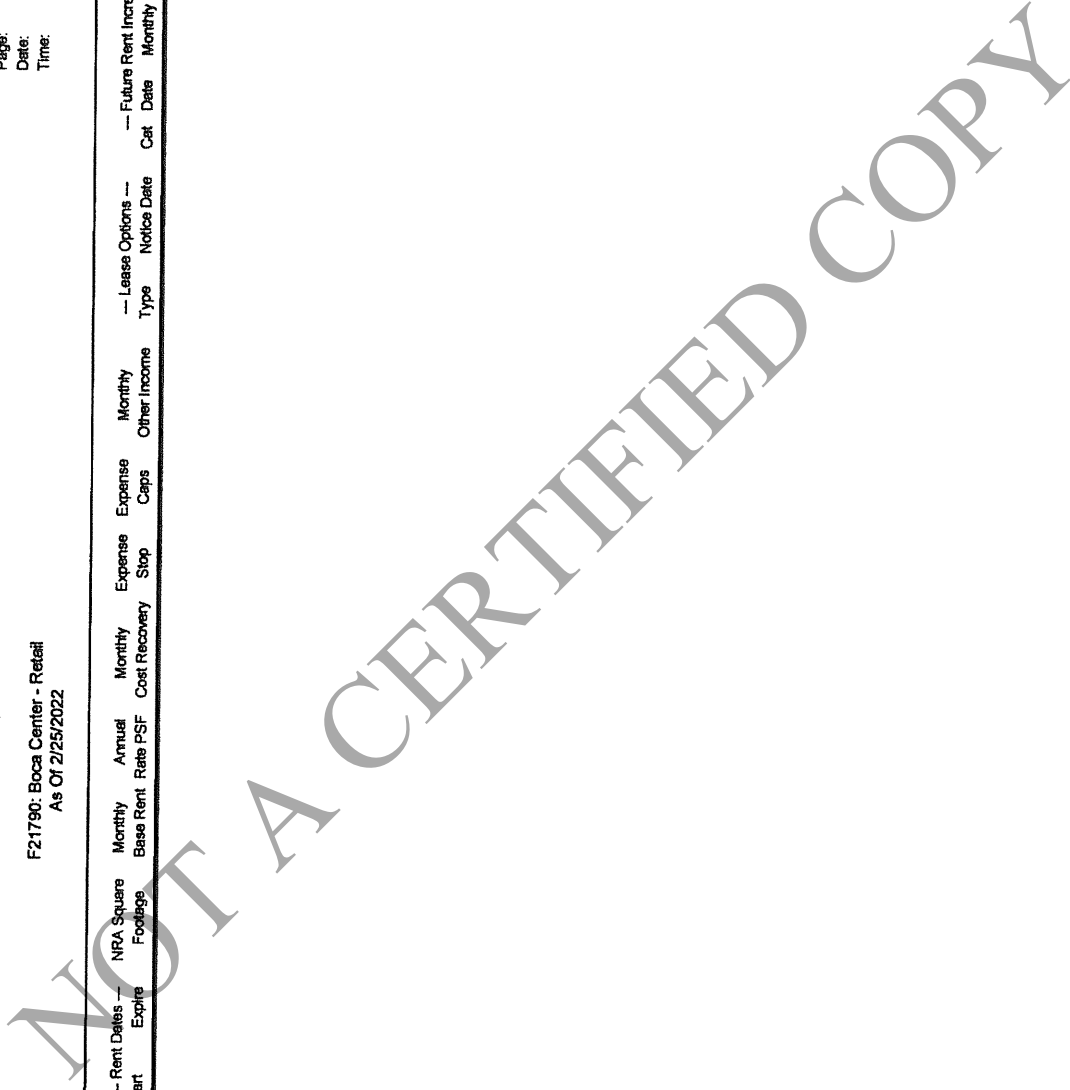
Rent Roll
F21790: Boca Center - Retail
As Of 2/25/2022

Page: 7
Date: 3/25/2022
Time: 14:55

Suite Id	Tenant Name	Occupancy Status	--- Rent Dates --- Start	Expire	NRA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Caps	Monthly Other Income	--- Lease Options --- Type	Notice Date	--- Future Rent Increases --- Cat	Monthly Amt	PSF
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123D Global Hair Enterprises, Inc

127D Nemato Boca LLC



Rent Roll
 F21790: Boca Center - Retail
 As Of 2/25/2022

Suite Id	Tenant Name	Occupancy Status	--- Rent Dates --- Start	Expire	NRA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Caps	Monthly Other Income	--- Lease Options --- Type	Notice Date	--- Future Rent Increases --- Cat	Date	Monthly Amt	PSF
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128D Gary Santoro Fine Art Inc

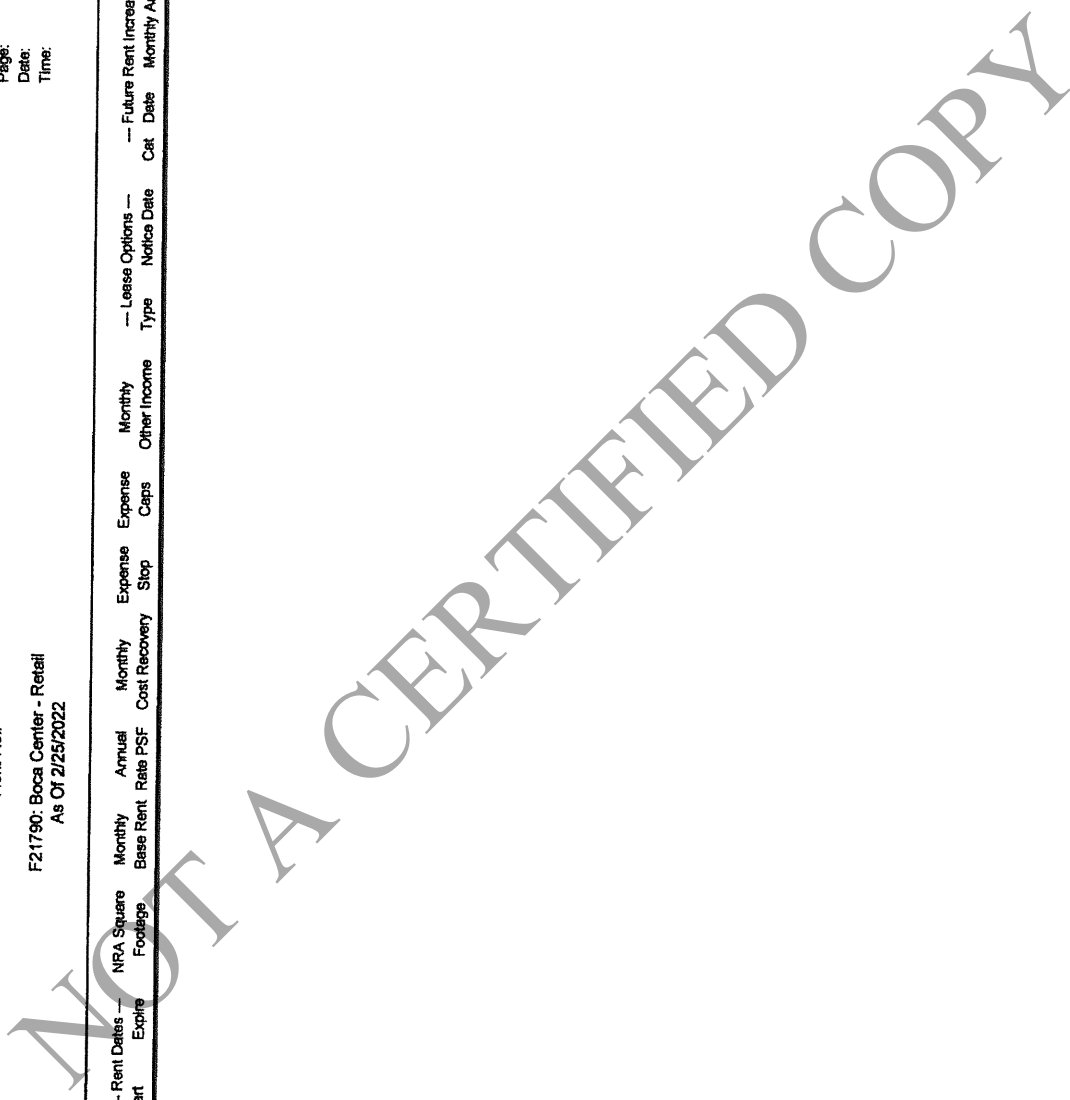
131D Vivo Pizza Pasta The System US

133D E&R Generation, Inc.

135D Hoffman Commercial Group Inc

137D Chico's Fash, Inc

138D RSOP Inc



Database: MRL_PROD
Report Version: 3.46

Report Title: Rent Roll
F21790: Boca Center - Retail
As Of 2/25/2022

Page: 9
Date: 3/25/2022
Time: 14:56

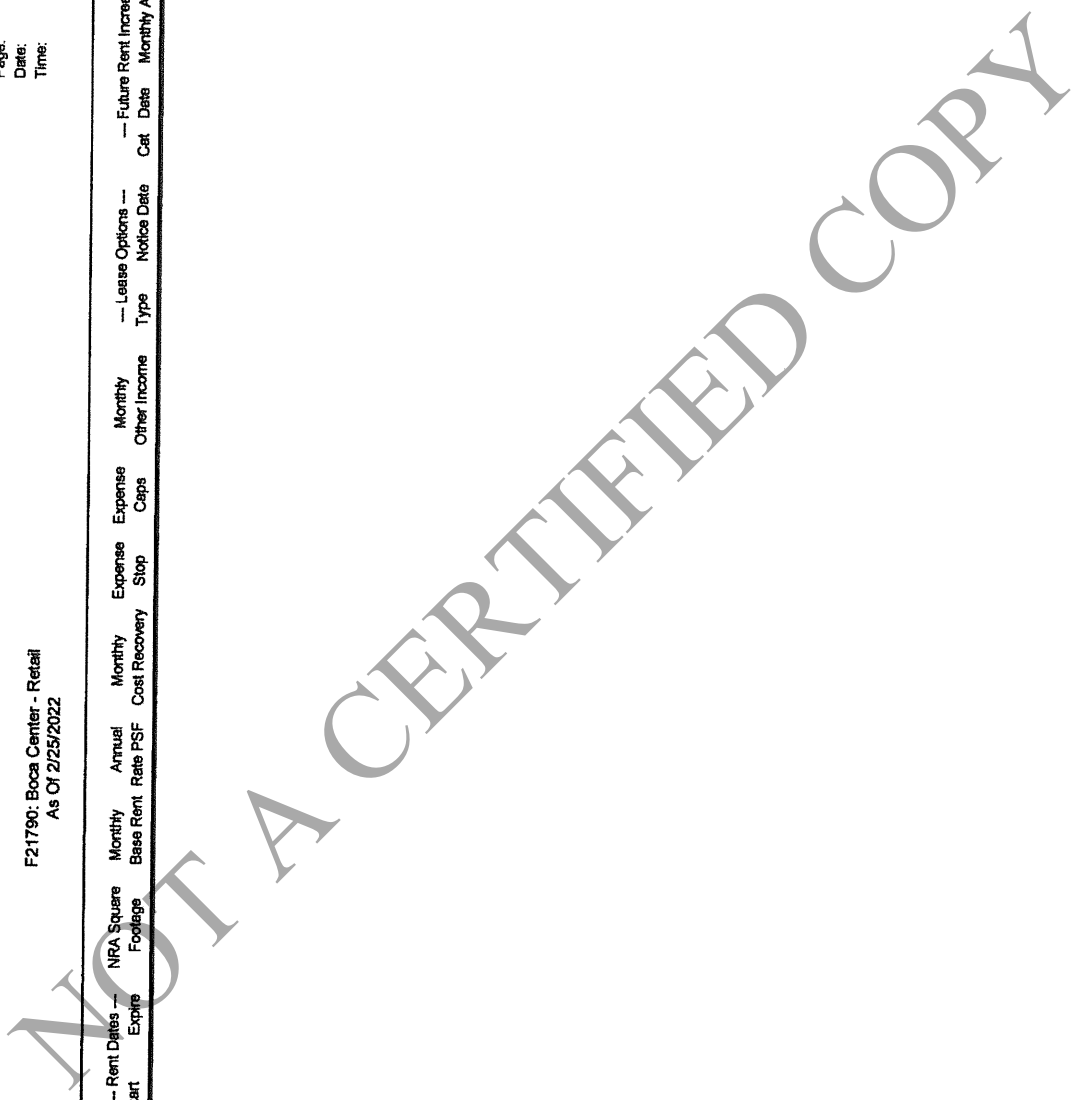
Suite Id	Tenant Name	Occupancy Status	--- Rent Dates --- Start	Expire	NRA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Caps	Monthly Other Income	--- Lease Options --- Type	Notice Date	--- Future Rent Increases --- Cat	Monthly Amt	PSF
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143D Copper Fish Boca, LLC

145D Boca Teco LLC

200D Florida Fire Wine & Spirits, LLC

217D Mortons of Chicago Boca Raton



Rent Roll
 F21790: Boca Center - Retail
 As Of 2/25/2022

Suite Id	Tenant Name	Occupancy Status	--- Rent Dates --- Start	Expire	NRA Square Footage	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Expense Caps	Other Income	Monthy	--- Lease Options --- Type	Notice Date	--- Future Rent Increases --- Cat	Monthly Amt	PSF
----------	-------------	------------------	-----------------------------	--------	--------------------	-------------------	-----------------	-----------------------	--------------	--------------	--------------	--------	-------------------------------	-------------	--------------------------------------	-------------	-----

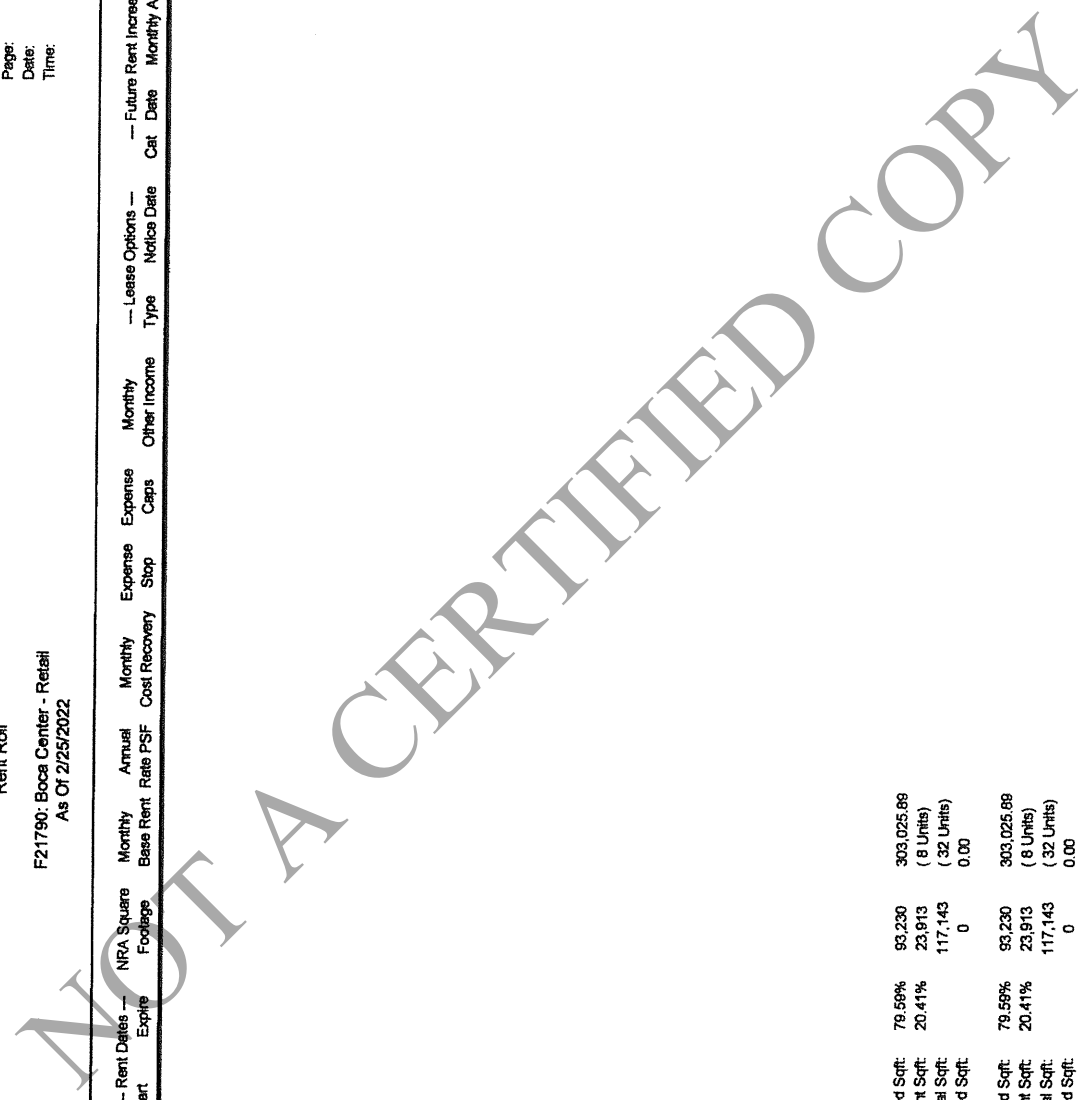
2230 Just Salad

2300 Dancing Hummingbird, LLC

2350 Shop Boca Inc dba EnVogue

247D Tap 42 Boca LLC

GRNDLD McDonald's Corporation



Totals:	Occupied Sqft:	79.59%	83,230	303,025.88
	Vacant Sqft:	20.41%	23,913	(8 Units)
	Total Sqft:		117,143	(32 Units)
	Leased/Unoccupied Sqft:		0	0.00
Total Boca Center - Retail:	Occupied Sqft:	79.59%	83,230	303,025.88
	Vacant Sqft:	20.41%	23,913	(8 Units)
	Total Sqft:		117,143	(32 Units)
	Leased/Unoccupied Sqft:		0	0.00

EXHIBIT D

LIST OF SERVICE CONTRACTS

(see attached)

(Redacted)

NOT A CERTIFIED COPY

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DDR Continental LP

2 Business name/disregarded entity name, if different from above
SCC Shops at Boca Center LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3300 Enterprise Parkway

6 City, state, and ZIP code
Beachwood, OH 44122

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
3	4	-	1	8	5	8	2	9	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *3/3/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

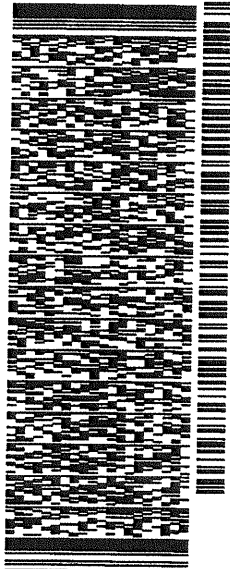
After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment

ORIGIN: DULINA (216) 755-5643
NICOLE MULLOY
SITE CENTERS
3300 ENTERPRISE PKWY
BEACHWOOD, OH 44122
UNITED STATES US

SHIP DATE: 21APR22
ACTWGT: 0.25 LB MAIN
CAD: 0575128/CADFES312
BILL SENDER

TO **STEVEN A. SMITH**
VEGAN FINE BODY, LLC
5250 TOWN CENTER CIR
STE 115
BOCA RATON FL 33486

PO: 21550



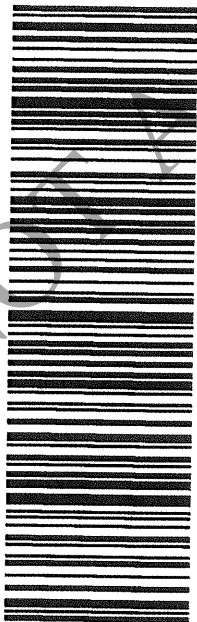
J211020121101ur

TRK# 0201 5133 5513 8737

FRI - 22 APR 4:30P
STANDARD OVERNIGHT

XGPHKA

33486
FL-US FLL



570C2/BDF96F4D

SCC Shops at Boca Center LLC
3300 Enterprise Parkway
Beachwood, OH 44122

Date: April 21, 2022
Vegan Fine Body, LLC
d/b/a Vegan Fine Body

RE: **Address Verification**
Account No.: 453812-21550-
Shopping Center: Shops at Boca Center
City, State: Boca Raton, FL

Dear Tenant:

The landlord of the Shopping Center is sending all tenant mail according to the LEGAL MAILING ADDRESS as noted on your lease, and it is being returned to us. This form is provided in order to expedite any changes to your mailing address and to ensure that you are receiving all correspondence in a timely manner.

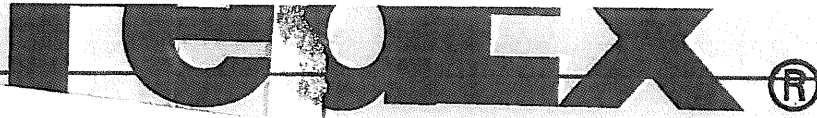
Please list the address to which notices should be sent in the space below along with the date and your authorized signature. Return the completed form by mail to the address provided below or as an attachment with your email (PDF is preferred) to tenant_services@SITECenters.com.

Signature: _____ Date: _____

Check here to update this address for all locations as noted above.

Best Regards,

Accounts Receivable / Tenant Services



ORIGIN ID:LNNA (216) 755-5643
NICOLE MULLOY
SITE CENTERS
3300 ENTERPRISE PKWY

SHIP DATE: 29MAR22
ACTWGT: 1.00 LB MAN
AD: 0575126/CAFE3512

BEACHWOOD, OH 44122
UNITED STATES US

TO ATTN STEVEN A SMITH
VEGAN FINE BODY LLC
330 SW 2ND ST
STE 103
FORT LAUDERDALE FL 3331

LL SENDER

PO: 21550

570C11E3B6F4D



Peel here



FedEx

TRK# 5133 5513 8141
0207

FRI - 01 APR AA
** 2DAY **

SG HWOA 03 M

33312
FL-US
FLL

AR 4:30P
* 2DAY **

33312
FLL



381876 30Mar2022 LNNA 66DG1/1E3B/C088

1. Fold the printed page
2. Place label in shipping

NOT A



Attention Sender

THIS SHIPMENT IS BEING RETURNED FOR THE FOLLOWING REASON(S):

- Refused by recipient: _____
- Recipient moved and left no forwarding address or phone number.
- Recipient was not in when we attempted delivery, and we were not authorized to leave shipment without a signature.
- Recipient's address on your shipment was incorrect and/or incomplete, and we were unable to obtain the correct address.
- A.P.O. box number was the only address given or obtainable.
- We were unable to collect C.O.D. charges.
- Shipper requested return: _____
- Shipment returned if undelivered after 5 days.
- Other: _____

Questions? Go to our website at fedex.com. Call 1.800.GoFedEx 1.800.463.3339.

159396 REV 5/20

◀ Insert shipping document here.

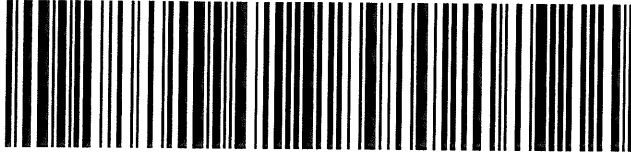
Do not ship liquids, bio

Exhibit “D”

NOT A CERTIFIED COPY

USPS CERTIFIED MAIL

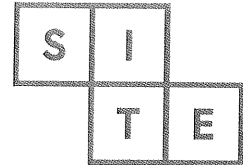
SITE Centers Corp.
3300 Enterprise Parkway
Beachwood OH 44122



9214 8901 9403 8300 5938 91

VEGAN FINE BODY LLC
ATTN: STEVEN A SMITH
STE 103
330 SW 2ND ST
FT LAUDERDALE FL 33312-1711

NOT A CERTIFIED COPY



January 10, 2023

453812-21550-82651

Via: USPS Certified Mail #9214 8901 9403 8300 5938 91 return receipt requested, and by regular mail

VEGAN FINE BODY LLC
ATTN STEVEN A SMITH
330 SW 2ND ST STE 103
FORT LAUDERDALE FL 33312

NOTICE OF DEFAULT

RE: VEGAN FINE BODY / Tenant ID #453812-21550-82651
SHOPS AT BOCA CENTER
BOCA RATON, FL

Dear Sir or Madam:

You are in default of the Lease. As of January 10, 2023, you owe \$17,566.47, as documented on the enclosed Tenant Detailed Aged Delinquency report. Pursuant to Section 20 you have 7 days from receipt of this letter to pay the delinquency in full, or Landlord will pursue all of its remedies, which may include assessing additional late fees and interest, and/or initiating legal proceedings for eviction and collection of the amounts due. A partial payment will be credited to the account, but the default will not be cured unless \$17,566.47 is paid in full.

Sincerely,


Paula Sinarski
Senior Collections Specialist
216-755-6424
psinarski@sitecenters.com

cc:STEVEN A SMITH, 9784 GRAND VERDE WAY
BOCA RATON FL 33428: Tracking #9214 8901 9403 8300 5939 21

NIHAT AHMED, 777 S FLAGLER DR WEST TOWER #800
WEST PALM BEACH FL 33401: Tracking #9214 8901 9403 8300 5939 76



SITE CENTERS

3300 Enterprise Pkwy., Beachwood, OH 44122 • 877-225-5337 • SiteCenters.com

TENANT DETAILED AGED DELINQUENCY
SITE Centers Corp.
All Company

As of Tuesday, January 10, 2023

Building	Tenant Number	Lease Number	Bill Code	Invoice Date	Total Open	Any to 0 Days	0 to 30 Days	31 to 60 Days	61 to 90 Days	90 to 120 Days	Over 120 Days
VEGAN FINE BODY											
21550 - SHOPS AT BOCA CENTER	453812	██████████	LAT	8/19/2022	391.99						391.99
21550 - SHOPS AT BOCA CENTER	453812	00082651	CAM	9/1/2022	858.02						858.02
21550 - SHOPS AT BOCA CENTER	453812	00082651	MFC	9/1/2022	207.00						207.00
21550 - SHOPS AT BOCA CENTER	453812	00082651	RET	9/1/2022	735.89						735.89
21550 - SHOPS AT BOCA CENTER	453812	00082651	RTX	9/1/2022	406.34						406.34
21550 - SHOPS AT BOCA CENTER	453812	██████████	LAT	9/19/2022	391.99				391.99		
21550 - SHOPS AT BOCA CENTER	453812	00082651	RTX	10/1/2022	47.83				47.83		
21550 - SHOPS AT BOCA CENTER	453812	00082651	CAM	12/1/2022	858.02			858.02			
21550 - SHOPS AT BOCA CENTER	453812	00082651	MFC	12/1/2022	207.00			207.00			
21550 - SHOPS AT BOCA CENTER	453812	00082651	RET	12/1/2022	735.89			735.89			
21550 - SHOPS AT BOCA CENTER	453812	00082651	RTB	12/1/2022	4,450.50			4,450.50			
21550 - SHOPS AT BOCA CENTER	453812	00082651	RTX	12/1/2022	406.34			406.34			
21550 - SHOPS AT BOCA CENTER	453812	██████████	AIN	12/28/2022	44.10		44.10				
21550 - SHOPS AT BOCA CENTER	453812	00082651	WSC	12/28/2022	294.00		294.00				
21550 - SHOPS AT BOCA CENTER	453812	██████████	CAM	1/1/2023	1,110.25		1,110.25				
21550 - SHOPS AT BOCA CENTER	453812	00082651	MFC	1/1/2023	207.00		207.00				
21550 - SHOPS AT BOCA CENTER	453812	00082651	RET	1/1/2023	1,304.13		1,304.13				
21550 - SHOPS AT BOCA CENTER	453812	██████████	RTB	1/1/2023	4,450.50		4,450.50				
21550 - SHOPS AT BOCA CENTER	██████████	██████████	RTX	1/1/2023	459.68		459.68				
					17,566.47		7,869.66	6,657.75	439.82	2,599.24	

Total 21550 - SHOPS AT BOCA CENTER

17,566.47

7,869.66

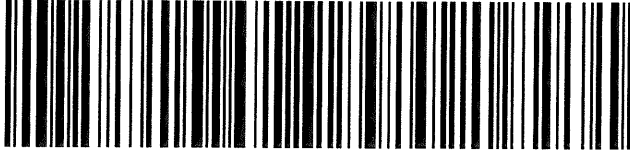
6,657.75

439.82

2,599.24

USPS CERTIFIED MAIL

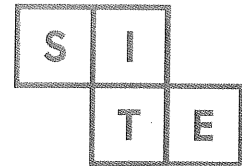
SITE Centers Corp.
3300 Enterprise Parkway
Beachwood OH 44122



9214 8901 9403 8300 5939 21

STEVEN A SMITH
9784 GRAND VERDE WAY
BOCA RATON FL 33428-3513

NOT A CERTIFIED COPY



January 10, 2023

453812-21550-82651

Via: USPS Certified Mail #9214 8901 9403 8300 5938 91 return receipt requested, and by regular mail

VEGAN FINE BODY LLC
ATTN STEVEN A SMITH
330 SW 2ND ST STE 103
FORT LAUDERDALE FL 33312

NOTICE OF DEFAULT

RE: VEGAN FINE BODY / Tenant ID #453812-21550-82651
SHOPS AT BOCA CENTER
BOCA RATON, FL

Dear Sir or Madam:

You are in default of the Lease. As of January 10, 2023, you owe **\$17,566.47**, as documented on the enclosed Tenant Detailed Aged Delinquency report. Pursuant to Section 20 you have 7 days from receipt of this letter to pay the delinquency in full, or Landlord will pursue all of its remedies, which may include assessing additional late fees and interest, and/or initiating legal proceedings for eviction and collection of the amounts due. A partial payment will be credited to the account, but the default will not be cured unless \$17,566.47 is paid in full.

Sincerely,


Paula Sinarski
Senior Collections Specialist
216-755-6424
psinarski@sitecenters.com

cc:STEVEN A SMITH, 9784 GRAND VERDE WAY
BOCA RATON FL 33428: Tracking #9214 8901 9403 8300 5939 21

NIHAT AHMED, 777 S FLAGLER DR WEST TOWER #800
WEST PALM BEACH FL 33401: Tracking #9214 8901 9403 8300 5939 76



SITE CENTERS

3300 Enterprise Pkwy., Beachwood, OH 44122 • 877-225-5337 • SiteCenters.com

TENANT DETAILED AGED DELINQUENCY
SITE Centers Corp.

All Company

As of Tuesday, January 10, 2023

Building	Tenant Number	Lease Number	Bill Code	Invoice Date	Total Open	Any to 0 Days	0 to 30 Days	31 to 60 Days	61 to 90 Days	90 to 120 Days	Over 120 Days
VEGAN FINE BODY											
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21550 - SHOPS AT BOCA CENTER	██████████	██████████	CAM	1/1/2023	1,110.25		1,110.25				
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21550 - SHOPS AT BOCA CENTER	453812	██████████	RET	1/1/2023	1,304.13		1,304.13				
21550 - SHOPS AT BOCA CENTER	453812	██████████	RTB	1/1/2023	4,450.50		4,450.50				
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USPS CERTIFIED MAIL

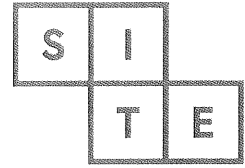
SITE Centers Corp.
3300 Enterprise Parkway
Beachwood OH 44122



9214 8901 9403 8300 5939 76

NIHAT AHMED
777 S FLAGLER DR WEST TOWER #800
WEST PALM BEACH FL 33401

NOT A CERTIFIED COPY



January 10, 2023

453812-21550-82651

Via: USPS Certified Mail #9214 8901 9403 8300 5938 91 return receipt requested, and by regular mail

VEGAN FINE BODY LLC
ATTN STEVEN A SMITH
330 SW 2ND ST STE 103
FORT LAUDERDALE FL 33312

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Sincerely,


Paula Sinarski
Senior Collections Specialist
216-755-6424
psinarski@sitecenters.com

cc:STEVEN A SMITH, 9784 GRAND VERDE WAY
BOCA RATON FL 33428: Tracking #9214 8901 9403 8300 5939 21

NIHAT AHMED, 777 S FLAGLER DR WEST TOWER #800
WEST PALM BEACH FL 33401: Tracking #9214 8901 9403 8300 5939 76



SITE CENTERS

3300 Enterprise Pkwy., Beachwood, OH 44122 • 877-225-5337 • SiteCenters.com

TENANT DETAILED AGED DELINQUENCY
SITE Centers Corp.

All Company

As of Tuesday, January 10, 2023

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21550 - SHOPS AT BOCA CENTER	453812	00082651	WSC	12/28/2022	294.00		294.00					
21550 - SHOPS AT BOCA CENTER	453812	██████████	CAM	1/1/2023	1,110.25		1,110.25					
21550 - SHOPS AT BOCA CENTER	453812	00082651	MFC	1/1/2023	207.00		207.00					
21550 - SHOPS AT BOCA CENTER	453812	██████████	RET	1/1/2023	1,304.13		1,304.13					
21550 - SHOPS AT BOCA CENTER	453812	██████████	RTB	1/1/2023	4,450.50		4,450.50					
21550 - SHOPS AT BOCA CENTER	453812	██████████	RTX	1/1/2023	459.68		459.68					
					17,566.47		7,869.66	6,657.75	439.82	2,599.24		

Total 21550 - SHOPS AT BOCA CENTER

7,869.66 6,657.75 439.82 2,599.24

Exhibit “E”

NOT A CERTIFIED COPY



May 11, 2023

VIA FEDEX:

Vegan Fine Body LLC
Attn: Steven Smith
330 SW 2nd Street
Suite 103
Fort Lauderdale, FL 33312

CONSENT AS TO POSSESSION ONLY

RE: Lease (the "Lease") dated March 23, 2021 by and between SCC Shops at Boca Center LLC as assigned by Boca Center at Military LLC ("Landlord") and Vegan Fine Body LLC_d/b/a Vegan Fine Body ("Tenant") and Steven A Smith ("Guarantor") for Unit No. 00115 (the "Premises"), located at 5150 Town Center Circle in *Boca Raton, FL* (the "Shopping Center")
Tenant No. #21550-82651

Dear Tenant:

Tenant closed on or about May 19, 2023 prior to the natural Lease expiration of *JULY 31, 2026* (the "Lease Term"). Landlord and Tenant agree that Landlord will accept the keys to the Premises on May 19, 2023 and that Landlord's entry and possession of the Premises is on Tenant's behalf in accordance with the Lease. The acceptance of the keys will not waive Landlord's right to rent and other payments due through the end of the Lease Term, Landlord's right to recover damages relating to the Lease or the use of the Premises, nor be considered an acceptance of surrender of the leasehold estate.

Please sign where indicated.

Sincerely,

Jonet'a Bailey
Paralegal I

[TENANT SIGNATURE ON NEXT PAGE]



SITE CENTERS

3300 Enterprise Pkwy, Beachwood, OH 44122 • 877-225-5337 • SiteCenters.com

TENANT:

Signed: 

Name: Steven A. Smith

Title: CEO

cc:

Hilary Michael

Marielle de la Hoz

Pippa Brown

David Nahum

Steven A. Smith, 9784 Grand Verde Way, Boca Raton, FL 33428, **FedEx Tracking #**
Tracking #

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