

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

FRIT FLORIDA, LLC,
a Delaware limited liability company,

Case No.:

Plaintiff,

v.

NINO'S ITALIAN RESTAURANT, INC.,
a Florida corporation,

Defendant.

COMPLAINT FOR DAMAGES

Plaintiff, FRIT FLORIDA, LLC, a Delaware limited liability company ("Plaintiff"), sues Defendant, NINO'S ITALIAN RESTAURANT, INC., a Florida corporation ("Defendant"), and alleges:

1. This is an action by Plaintiff against Defendant for monetary damages in excess of \$50,000.00.
2. At all times material herein, FRIT FLORIDA, LLC, was a valid Delaware limited liability company qualified to do business in the State of Florida.
3. At all times material herein, FRIT FLORIDA, LLC, was the owner of real property in Palm Beach County, Florida, known as "Del Mar Village" (hereafter, the "Shopping Center").
4. At all times material herein, NINO'S ITALIAN RESTAURANT, INC., was a valid and active Florida corporation.
5. At all times material herein, NINO'S ITALIAN RESTAURANT, INC., was conducting business at the Shopping Center under the trade name "Nino's Italian Restaurant."

6. Jurisdiction and venue are proper in this Court, as the alleged acts, conduct, errors, and omissions of the Defendant giving rise to Plaintiff's action all occurred within Palm Beach County, Florida. Further, the real property at issue is situated in Palm Beach County, Florida.

7. Jurisdiction and venue are further proper in this Court as the Defendant operated, conducted, engaged in or carried on a business at the Shopping Center in Palm Beach County, Florida. Moreover, Defendant consented to the jurisdiction and venue of this Court within the Lease referenced below.

General Allegations

8. On or about April 23, 2007, Plaintiff's predecessor-in-interest, MS Woolbright Del Mar, LLC, and Defendant entered a written Lease Agreement for approximately 3,213 rentable square feet identified as "Store #7120" at the Shopping Center. The Defendant's premises is specifically located at *7120 Beracasa Way, Boca Raton, FL 33433* (the "Premises"), and as more particularly described in the Lease. A copy of the Lease is hereto attached as Exhibit "1."

9. On or about June 15, 2011, Plaintiff's predecessor-in-interest, FR Florida, Inc. d/b/a FRIT Florida, Inc., and Defendant entered a written Lease Extension and Modification Agreement. A copy of the Lease Extension and Modification Agreement is hereto attached as Exhibit "2."

10. On or about August 8, 2016, Plaintiff's predecessor-in-interest, FR Florida, Inc., d/b/a FRIT Florida, Inc., and Defendant entered a written Second Lease Extension and Modification Agreement. A copy of the Second Lease Extension and Modification Agreement is hereto attached as Exhibit "3."

11. On or about November 21, 2016, Plaintiff's predecessor-in-interest, FR Florida, Inc., d/b/a FRIT Florida, Inc., and Defendant entered a written Lease Modification Agreement. A copy of the Lease Modification Agreement is hereto attached as Exhibit "4."

12. On or about March 28, 2023, Plaintiff and Defendant entered a written Third Lease Extension and Modification Agreement. A copy of the Third Lease Extension and Modification Agreement is hereto attached as Exhibit “5.”

13. Pursuant to the Lease, as modified, the natural expiration date of the Lease is March 31, 2025. *See* Ex. 5, Third Lease Extension and Modification Agreement, Para. 2.

14. All conditions precedent to the filing of this action have occurred by performance waiver or otherwise.

15. Plaintiff has retained the law firm of *McKenna, McCausland & Murphy, P.A.* to prosecute this action, and is obligated to pay said firm a reasonable fee for its services.

Count I – Breach of Written Lease

16. Plaintiff re-alleges and incorporates the Jurisdictional, Venue, and General Allegations contained within paragraphs 1-15, above, as if those allegations were fully stated within this Count, and further states as follows. Each of the breaches alleged herein arise out of and relate to the same transaction, *i.e.*, the Lease.

17. Plaintiff and Defendant executed the Lease documents hereto attached as Exhibits “1” through “5.”

18. Pursuant to the Lease, as modified, Defendant leased the Premises from Plaintiff.

19. Among other things, the Lease, as modified, requires Defendant to pay monthly Rent, Additional Rent and State Sales Tax (collectively, “Rent”) in advance of the 1st day of each month of the Lease Term. *See e.g.* Ex. 2, Lease, Article 2, Sections 2.1, 2.2 and 2.3.

20. Defendant materially breached the Lease, as modified, by failing to pay certain of its monthly Rent since June 2023.

21. Plaintiff provided Defendant with a Notice of Default dated October 4, 2023, demanding payment of Rent in the amount of \$26,508.62 or possession of the Premises. Defendant refused or otherwise failed to do either. A copy of Plaintiff's Notice of Default is hereto attached as Exhibit "6."

22. As of the date of Plaintiff's Complaint, Defendant owes Plaintiff past due Rent in the amount of \$26,508.62, such default continuing.

23. Plaintiff has been damaged and continues to be damaged as a direct and proximate result of Defendant's breaches of the Lease, as modified.

WHEREFORE, Plaintiff, FRIT FLORIDA, LLC, a Delaware limited liability company, respectfully requests entry of a judgment in favor of Plaintiff and against Defendant, NINO'S ITALIAN RESTAURANT, INC., a Florida corporation, for compensatory damages [including, but not necessarily limited to, past due and accelerated Rents], attorneys' fees authorized by the Lease, as modified, taxable costs and accrued interest, and any other additional or alternative relief that this Court deems just and proper in the fair and impartial administration of justice.

Respectfully Submitted -

MCKENNA, MCCAUSLAND & MURPHY, P.A.
ATTORNEYS FOR PLAINTIFF
3020 NE 32nd Ave., Suite 304
Ft. Lauderdale, Florida 33308
Tel: 954.781.1441 | Fax: 954.781.1455

By: 

Christine J. McKenna, Esq.
Florida Bar No. 181927
Cynthia Shivamber, Esq.
Florida Bar No. 1028330

NOT A CERTIFIED COPY

Exhibit 1

LEASE AGREEMENT

Del Mar Village

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 23rd day of April, 2007, by and between MS Woolbright Del Mar, LLC, a Delaware limited liability company ("Landlord") and Nino's Italian Restaurant, Inc., a Florida corporation ("Tenant").

WITNESSETH:

ARTICLE I REFERENCE PROVISIONS AND ENUMERATION OF EXHIBITS

Section 1.1 REFERENCE PROVISIONS. Where used in this Lease, the designated terms hereinafter set forth shall have the meanings ascribed by the provisions of this Section 1.1:

- (a) **"SHOPPING CENTER"** – That certain real property generally known as Del Mar Village (the "Shopping Center") more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein together with all improvements now located or hereafter erected thereon, less any deletions pursuant to this Lease, plus such additions as Landlord may from time to time designate as comprising part of the Shopping Center.
- (b) **"COMMON AREA"** – All areas and facilities in the Shopping Center designated by Landlord for the general use, in common, of occupants of the Shopping Center, including Tenant hereunder, its officers, agents, employees and customers. Common Areas shall include the parking areas, sidewalks, canopies, roadways, loading platforms, washrooms, ramps and landscaped areas.
- (c) **"ANCHORS"** – All tenants occupying bays in the Shopping Center in excess of 8,000 rentable square feet.
- (d) **"TENANT'S TRADE NAME"** – Nino's Italian Restaurant.
- (e) **"LEASED PREMISES"** – That certain space known as Bay 7120 containing approximately 3,213 rentable square feet located in a building erected or to be erected on the Shopping Center as shown on Exhibit "B" attached hereto and by this reference incorporated herein.
- (f) **"FLOOR AREA"** – The actual number of rentable square feet of floor space within the Leased Premises and any area outside the Leased Premises which is exclusively appropriated for use by Tenant, subject, however, to the limitations as herein provided. The Floor Area of the Leased Premises shall be finally determined by Landlord on or before the Rent Commencement Date (as defined below) and shall be calculated by measuring from the center line of interior or party walls and from the exterior faces of exterior walls.
- (g) **"PERMITTED USE"** – Tenant shall use the Leased Premises solely for the operation of a full service pizzeria and Italian restaurant, which may also serve beer and wine for on-premise consumption as part of its restaurant operation, and also offering take-out service (excluding alcohol) and for no other purpose.
- (h) **"TERM"** – The term of this Lease shall commence upon the date of this Lease and expire upon the last day of the calendar month occurring Five (5) Years after the Rent Commencement Date (as defined below), unless extended or sooner terminated as provided for herein.
- (i) **"RENT COMMENCEMENT DATE"** – Rent shall commence on April 1, 2007. For purposes of this Lease, a "Lease Year" shall be defined as that twelve (12) month period during the Term (including any extensions), commencing on the Rent Commencement Date or the annual anniversary thereof, as may be applicable; provided, however, that if the Rent Commencement Date is a day other than the first day of the calendar month, then the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month.
- (j) **"MINIMUM RENT"** – Minimum Rent shall be \$9,371.25 each month, commencing on the Rent Commencement Date and payable on the first day of each calendar month thereafter for the balance of the Lease Term or extensions thereof and subject to adjustment in accordance with Section 1.1(m) below.
- (k) **"OPERATING EXPENSES"** – This is a fully net lease and Tenant shall pay its Proportionate Share of Operating Expenses as defined in and accordance with Section 2.3 of this Lease. Landlord's initial estimate of Tenant's Proportionate Share of Operating Expenses is \$2,409.75 per month, which amount shall be due from Tenant on the first (1st) day of each month along with the Minimum Rent.
- (l) **"INITIAL DEPOSIT"** – Not applicable.
- (m) **"RENT INCREASE"** – Commencing on the 2nd anniversary of the first day of the calendar month immediately following the Rent Commencement Date, and upon each anniversary thereafter during the Lease Term, excluding renewals (if any), Minimum Rent shall increase by four percent (4.0%) more than the Minimum Rent for the previous year, but in no event less than the annual increase in the Consumer Price Index (as the term is defined in the Rider to this Lease).
- (n) **"CONSTRUCTION OBLIGATIONS"** – As specified in Article III and Exhibit "C" attached hereto and by this reference incorporated herein.
- (o) **"ADDRESSES FOR NOTICE & PAYMENTS"**

LANDLORD NOTICE:
MS Woolbright Del Mar, LLC
3200 N. Military Trail
4th Floor
Boca Raton, FL 33431
(561) 989-2240
ATT: LEGAL DEPARTMENT

LANDLORD PAYMENT:
MS Woolbright Del Mar, LLC
3200 N. Military Trail
4th Floor
Boca Raton, FL 33431
ATT: ACCOUNTS RECEIVABLE

TENANT NOTICE:
Antonio Tribunella
c/o Nino's Italian Restaurant, Inc.
7120 Beracasa Way
Boca Raton, FL 33433
(561) 392-9075

- (p) **"BROKERS"** – Woolbright Development, Inc.

Section 1.2 GRANT. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Leased Premises pursuant to the terms hereof. The roof, air space above the roof, exterior walls of the Leased Premises and dividing walls between the Leased Premises and any adjoining Leased Premises and the land beneath the Leased Premises are reserved unto Landlord and Landlord shall have the right to install, maintain and repair utility lines in such areas. Subject to the terms of this Lease, Tenant shall have the non-exclusive right to use the Common Areas in common with Landlord and the other tenants of the Shopping Center.

Section 1.3 ACCEPTANCE OF LEASED PREMISES. By accepting possession of the Leased Premises for the purpose of performing Tenant's Work (as defined in Exhibit "C"), Tenant shall be deemed to have accepted the Leased Premises, to have acknowledged that same are in the condition required hereunder and to have agreed that all obligations of Landlord under the Lease have been fully performed.

Section 1.4 QUIET ENJOYMENT. Upon payment of the Rent and the performance of all of Tenant's obligations hereunder, Tenant shall peaceably and quietly enjoy the Leased Premises during the Term without interruption by Landlord or any person claiming by, through or under Landlord, subject to the terms of this Lease and all mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

ARTICLE II RENT

Section 2.1 MINIMUM RENT. Tenant shall pay to Landlord the Minimum Rent set forth in Section 1.1(j), in advance, on the first day of each calendar month throughout the Term, prorated for any partial calendar month. Tenant shall commence paying Minimum Rent and Additional Rent on the Rent Commencement Date (less any Prepaid Amounts set forth in Section 1.1(i)). All sums due hereunder other than Minimum Rent shall be deemed "Additional Rent". Additional Rent shall be due and payable on demand unless another time is expressly provided for payment herein. Minimum Rent and Additional Rent shall collectively be referred to in this Lease as "Rent". All Rent shall be payable without notice, demand, setoff or deduction whatsoever and shall be delivered to Landlord's address set forth in Section 1.1(o). The obligation to pay Rent is an independent, unconditional covenant and shall continue to be payable in all events unless expressly provided otherwise in this Lease.

Section 2.2 SALES TAX AND OTHER TAXES. Tenant shall pay, as Additional Rent, on a monthly basis concurrently with the payment of Rent, all sales, use and other taxes assessed by governmental authorities against Rent herein. In addition, Tenant shall pay before delinquency all taxes imposed on fixtures, equipment and other personalty located in the Leased Premises and on Tenant's business conducted therein.

Section 2.3 OPERATING EXPENSES. Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of all costs and expenses of owning, operating, servicing, managing, maintaining, repairing, replacing, securing, insuring and improving the Shopping Center ("Operating Expenses"), less any contributions to Operating Expenses received by Landlord from Anchor tenants. The term "Proportionate Share" shall mean that fraction, the numerator of which is the total number of rentable square feet of space contained within the Leased Premises and the denominator of which is the gross leasable area of the Shopping Center, less any area leased to Anchor tenants. Operating Expenses include, by way of example only, without limitation: (a) **Employees:** Salaries, wages, medical, surgical and general welfare benefits, life insurance, pension payments, payroll taxes, workmen's compensation, unemployment insurance contributions and reimbursable expenses; (b) **Utilities:** water, sewer, electric, power, fuel, utility lines and all other utilities; (c) **Insurance:** all premiums for all insurance maintained by Landlord including but not limited to commercial general liability insurance, special form property insurance covering all Common Areas and buildings in the Shopping Center (including all leasehold improvements, equipment, fixtures and machinery installed in such buildings by Landlord, but excluding permanent leasehold improvements installed by tenants and personal property, movable trade fixtures and contents of tenants) and any other risks Landlord may elect or be required to insure; (d) **Building Maintenance:** general building maintenance, repairs and replacements including but not limited to painting, repairing and replacing roofs, gutters, downspouts and walls, upkeep and servicing equipment therein, including all supplies, equipment, tools and materials required; (e) **Management:** the management fee paid to the management company managing the Shopping Center for Landlord, administrative costs and fees, and supervisory costs and fees; (f) **Taxes and Fees:** all taxes, assessments, governmental charges and fees imposed upon the Shopping Center but not limited to any occupancy, gross receipts, real estate or rent taxes paid by Landlord and reasonable legal costs and fees to contest or reduce Taxes, but no income or franchise tax or any other taxes imposed or measured by Landlord's income or profits unless the same is in lieu of real estate taxes; (g) **Maintenance of Open Space and Related Expenses:** landscape and lawn care, sprinkler system service, maintenance of lighting facilities and signs, power broom sweeping parking lot surfaces and drives, restriping, resealing and repaving asphalt surface areas, maintenance of signs, lakes, banks of lake, trash structures and rubbish removal, and in general any and all items related to the maintenance and replacement of asphalt surface areas, landscape, sodded areas, sidewalks, lakes, and retention areas and any property adjoining or near the Shopping Center maintained by Landlord. It is the intent of the parties that this shall be a fully net lease and that, except for those costs which are expressly set forth herein as excluded from Operating Expenses, all costs shall be paid by Tenant.

Prior to the Rent Commencement Date and each calendar year thereafter (or such other accounting period used by Landlord), Landlord shall furnish to Tenant a written estimate of the Operating Expenses and Tenant's Share thereof for the ensuing calendar year or portion thereof. Tenant shall pay to Landlord on the first day of each calendar month during the Term, in advance, one-twelfth of Tenant's Proportionate Share of the Operating Expenses based on Landlord's estimates (which estimates may be adjusted by Landlord at any time upon written notice to Tenant). Tenant's Proportionate Share of Operating Expenses for any partial calendar year shall be pro-rated. After the end of each calendar year (or other accounting period used by Landlord), Landlord shall furnish to Tenant a reconciliation statement setting forth in reasonable detail the actual Operating Expenses for the immediately preceding year, Tenant's Proportionate Share for such year, payments made by Tenant for such year and Landlord's new estimate of Tenant's Proportionate Share of Operating Expenses for the current year. If Tenant's Proportionate Share of Operating Expenses for the prior year exceeds Tenant's payments as shown on the statement, then Tenant shall pay the difference to Landlord within thirty (30) days thereafter. If the statement indicates an overpayment by Tenant, then Tenant shall be entitled to a credit against installments next becoming due hereunder. If Tenant fails to receive the statement with the new estimate, Tenant shall continue to pay Tenant's Proportionate Share of Operating Expenses based on the prior estimate and upon receipt of the new estimate shall immediately pay the difference to Landlord.

Upon not less than thirty (30) days' prior written notice to Landlord, received by Landlord not later than ninety (90) days after Tenant's receipt of a reconciliation statement of Operating Expenses from Landlord, Tenant shall have the right during normal business hours to audit Landlord's records with respect to any Operating Expenses passed through to Tenant for such corresponding calendar year. Failure of Tenant to audit Landlord's records within such ninety (90) day period shall be deemed a waiver of Tenant's right to audit or dispute any of the Operating Expenses contained in such statement, which shall thereafter be deemed final and conclusive. Tenant shall not use a contingency fee based auditor for conducting its audit and Tenant shall reimburse Landlord for all costs incurred by Landlord in connection with Tenant's audit. All information obtained during such audit shall be held in confidence by Tenant, its employees, agents and auditors.

Section 2.4 UTILITIES. Tenant shall pay promptly, as Additional Rent, as and when the same become due and payable all water charges, sewer charges and all charges for electricity, gas, heat, steam, hot and/or chilled water, and all other utilities supplied to the Leased Premises commencing upon Tenant's acceptance of the Leased Premises and throughout the Term. If such utilities are not separately metered and are used in common with other tenants, Tenant will pay to Landlord a proportionate share (based on the square footage of the Leased Premises) or other reasonable allocation of the total meter charges within thirty (30) days of receipt of a statement from Landlord. Tenant shall pay all "tap and impact" fees and charges for connection of utilities to the Leased Premises and its proportionate share of all security deposits charged by utility providers. Landlord shall not be liable for any interruption of utilities unless solely due to the gross negligence or willful misconduct of Landlord.

ARTICLE III CONSTRUCTION OF LEASED PREMISES

The Leased Premises shall be constructed by Landlord and Tenant in accordance with the provisions of Exhibit "C".

ARTICLE IV USE

Section 4.1 USE. Tenant agrees that the Leased Premises shall be used only for the Permitted Use and subject at all times to the exclusive uses and prohibited uses applicable to the Shopping Center. Tenant will not change the Trade Name of the business operated therein without the prior written consent of Landlord. Tenant shall not do anything which may interfere with the rights of other tenants in the Shopping Center nor shall Tenant use the Leased Premises for any unlawful or immoral purpose or in violation of any applicable governmental codes, laws, or ordinances ("Laws"). Tenant shall not cause or permit the Leased Premises to be used for the manufacture, storage, use, release or disposal of hazardous materials. Tenant shall, at its sole cost, promptly comply with all Laws now or hereafter enacted with respect to the Leased Premises whether in order to meet the special needs of Tenant or by reason of the occupancy thereof or otherwise, and Tenant shall make all alterations and additions to the Leased Premises required by applicable governmental authorities with respect thereto. Without limiting the generality of the foregoing, Tenant shall, at its sole cost, promptly comply with all requirements of the Americans With Disabilities Act ("ADA") with respect to the Leased Premises.

Section 4.2 CONTINUOUS OPERATION. Tenant shall open for business in the entire Leased Premises fully fixtured, stocked and staffed on the Rent Commencement Date and continuously operate in the entire Leased Premises at all times during the Term under Tenant's Trade Name. Tenant shall conduct business in the Leased Premises at least six days per week (Monday - Saturday) during the hours designated by Landlord. A vacation or cessation of operations of any other tenant in the Shopping Center shall not release Tenant from any obligations hereunder.

Section 4.3 RULES AND REGULATIONS. Tenant and its employees and agents shall observe and comply with all rules and regulations set forth in Exhibit "E" attached hereto and by this reference incorporated herein or as promulgated by Landlord in the future upon notice to Tenant.

Section 4.4 SIGNS. Tenant shall, at its cost, erect on the exterior of the Leased Premises a sign subject to the prior written approval of Landlord. Tenant shall submit detailed drawings to Landlord of such signage. All signs shall be in compliance with the sign criteria attached hereto and by this reference incorporated herein as Exhibit "D" and subject to applicable Laws. Tenant shall not place any sign, awning, canopy, decoration, lettering or advertising matter on any door or window of the Leased Premises without Landlord's prior written consent. Tenant shall keep insured and maintain all signs in good condition, repair and operating order at all times and promptly repair any damage to same. Failure of Tenant to install an exterior sign on the Leased Premises prior to the Rent Commencement Date shall be a material default of this Lease.

Section 4.5 SALES REPORTS. Within thirty (30) days after the end of each calendar year, or upon a monthly basis upon the written request of Landlord, Tenant shall furnish to Landlord a complete statement, certified as true and correct by an independent certified public accountant, showing in reasonable detail the amount of gross sales conducted from the Leased Premises during the immediately preceding calendar year, along with copies of the filings made by Tenant with the Florida Department of Revenue for such preceding calendar year.

ARTICLE V INSURANCE

Section 5.1 TENANT'S INSURANCE. Tenant shall, at its cost, procure and maintain beginning on the date Tenant is given access to the Leased Premises for any purpose and keep in force at all times thereafter during the Term the following insurance with respect to the Leased Premises: (a) Commercial General Liability Insurance with contractual liability coverage for the Leased Premises, entranceways, sidewalks and any surrounding common areas, with a minimum single limit of Two Million Dollars (\$2,000,000) per occurrence; (b) Special Form Property Insurance (or its successor coverage) and flood insurance for the full replacement cost of all permanent leasehold improvements and betterments installed by Tenant to the Leased Premises and all personal property, trade fixtures, furniture, equipment and merchandise therein; (c) Plate Glass Insurance in amounts sufficient to replace all plate glass in the Leased Premises; (d) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida, which shall also be carried by any contractors and subcontractors of Tenant; (e) in the event that Tenant produces, sells, or serves any beer, wine, liquor or other product containing alcohol, Tenant shall carry liquor liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate; and (f) such other insurance as Landlord or any mortgagee may reasonably require. In addition, Tenant shall carry (or cause its contractors and subcontractors to carry) and keep in full force and effect, at Tenant's cost, prior to commencement of and during construction of Tenant's Work and the performance of any other construction or alterations to the Leased Premises, Builders' Risk Insurance for the full replacement cost of all such work.

All insurance policies shall be in a form satisfactory to Landlord and written with insurance companies satisfactory to Landlord. All insurance shall name Landlord and Landlord's designees as an additional insureds and/or as loss payees, as applicable, and shall provide that such insurance will not be terminated or modified without thirty (30) days' advance written notice to Landlord. The minimum limits of commercial general liability insurance provided above shall not limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried hereunder, and thereafter at least fifteen (15) days prior to the expiration of such policy, evidence of such insurance satisfactory to Landlord together with evidence of payment of premiums therefor. Any minimum limits of coverage provided above shall be subject to increase at any time and from time to time if Landlord reasonably determines an increase is necessary. Tenant shall provide Landlord with evidence of such increased coverage within thirty (30) days after notice of an increase from Landlord. If Tenant fails to obtain any of the foregoing insurance, Landlord may, but shall not be required to, purchase same on Tenant's behalf and Tenant shall immediately pay to Landlord, as Additional Rent, all costs incurred by Landlord with respect to same.

Section 5.2 WAIVER OF SUBROGATION AND CLAIMS. Landlord and Tenant hereby release the other and all other persons claiming under it from any and all liability for loss or damage caused by any casualty, even if the casualty is brought about by the fault or negligence of the other or of any persons claiming under the other. Tenant and Landlord will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation. Landlord and Tenant hereby waive any and all claims and right of recovery against the other and against the officers, members, partners, employees, agents and representatives of the other for damage, loss or injury caused by or resulting from fire and/or other perils, regardless of whether or not any such claims for damages, losses or injuries are or would be covered by any property insurance policies which the waiving party does or is required to maintain hereunder, without regard to deductible limits.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 BY LANDLORD. Landlord shall make necessary maintenance and repairs to the structural portions of the Leased Premises including the exterior walls (excluding the exterior of the frames surrounding all window, doors, plate glass, store fronts and signs which are Tenant's responsibility), roof, foundation, and load-bearing structural columns and beams and to the sidewalks, parking areas and curbs. Landlord shall not be required to make any repairs caused by the negligent or willful misconduct of Tenant or anyone claiming under Tenant, any repairs, alterations or improvements by Tenant or anyone claiming under Tenant, or casualty or condemnation (except as provided in Article VIII). In no event will Landlord be liable for damages or injuries arising from its failure to make said repairs. Tenant waives the provision of any law or statute, or any right common law, permitting Tenant to make repairs at Landlord's expense. Such repair and maintenance obligations of Landlord shall be included in and constitute Operating Expenses.

Section 6.2 BY TENANT. Except as provided in Section 6.1 above, Tenant shall make and pay for all maintenance, repairs, and replacements of every kind to the Leased Premises and all equipment and systems exclusively serving the Leased Premises necessary to keep the same in a good state of repair and operating order (including but not limited to the storefront, exterior entrances, exterior walls, plate and window glass, glass and show moldings, doors, show windows, windows, interior walls and partitions, interior side of exterior walls, ceilings, floors, floor coverings, lighting, store signs, plumbing, sewage, electrical and HVAC [as defined below] systems including all ducts, vents, exhaust and roof curbing and flashing associated with the same, sprinklers, furnishings, fixtures and equipment and all other interior non-structural portions of the Leased Premises) and in reasonably clean condition (including reasonably periodic painting of the Leased Premises) and perform all repairs and alterations required by applicable Laws. Beginning at the point from which they serve the Leased Premises exclusively (whether located inside or outside the Leased Premises), Tenant shall, at its sole cost, make repairs and replacements necessary to maintain in good repair and condition all lines, apparatus, ducts and equipment relating to utilities (including but not limited to heating, air conditioning, water, gas, electricity and sewage). Tenant shall at its cost promptly replace all broken or damaged glass in the Leased Premises.

At all times during the Term, Tenant will, at its cost, maintain a service contract with licensed air conditioning firm acceptable to Landlord to perform monthly inspection and service to the heating, ventilating and air conditioning system servicing the Leased Premises ("HVAC") (including changing belts, filters and other parts as reasonably required) and repairs, maintenance and replacements to the HVAC to maintain same in good operating order and condition. Prior to the Rent Commencement Date and thereafter annually, Tenant shall furnish Landlord with a copy of the HVAC maintenance contract required above and proof of payment of the annual premium therefor.

If (a) Tenant fails to perform any repair, replacement or maintenance obligation required hereunder, (b) Landlord determines that emergency repairs are necessary or (c) repairs or replacements to the Leased Premises, Common Areas and/or Shopping Center are required due to the negligence or willful misconduct of Tenant or anyone claiming under Tenant, then in any of such events, Landlord may make such repairs, and upon completion thereof, Tenant shall promptly pay to Landlord, as Additional Rent, all costs incurred by Landlord in making such repairs plus twenty percent (20%) for overhead.

ARTICLE VII ALTERATIONS

Section 7.1 BY LANDLORD. Notwithstanding anything to the contrary contained herein, Landlord reserves the right at any time and from time to time, provided visibility of and access to the Leased Premises shall not be materially, adversely and permanently affected, to change the size, layout and dimensions of the Shopping Center and any part thereof, locate, relocate, alter and modify the number and location of buildings or improvements, building dimensions, number of floors, identity and types of other stores and/or other tenants and the Common Areas or any portion thereof located from time to time in the Shopping Center; enlarge or reduce the Shopping Center; make alterations or additions to the Leased Premises and construct other buildings adjoining same; construct additional buildings and improvements in the Shopping Center; and sell or lease any part of the land or buildings comprising the Shopping Center. Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's business during the performance of the foregoing except in the event of an emergency.

Section 7.2 BY TENANT. At Tenant's sole expense, Tenant may alter, renovate or improve the interior non-structural portions of the Leased Premises, provided that Tenant has obtained the prior written consent of Landlord and Tenant is not in default of this Lease. All work shall be performed in a good and workmanlike manner and in compliance with all applicable Laws and all requirements of this Lease. Prior to the commencement of such work, Tenant shall submit for Landlord's written approval, two (2) sets of the plans and specifications for Tenant's work and Tenant shall cause Landlord's requirements for bonding, insurance and contractor requirements to be satisfied. Landlord's approval shall be evidenced by returning to Tenant one (1) set of plans and specifications initiated by Landlord. Any work performed by Tenant under this Section 7.2 shall be so conducted so as not to interfere with the use by other tenants of the Shopping Center. Tenant shall not make any changes, alterations or improvements to the exterior or the structure of the Leased Premises.

ARTICLE VIII DESTRUCTION OR CONDEMNATION

Section 8.1 DESTRUCTION. Tenant shall give Landlord prompt written notice of damage to any portion of the Leased Premises resulting from fire or other casualty. If (a) the Leased Premises shall be damaged by an occurrence which is not covered by Landlord's insurance; (b) the Leased Premises shall be damaged during the last two years of the Term; (c) the Shopping Center buildings are damaged to the extent of more than twenty five

(25%) of the replacement cost, or (d) the Leased Premises are damaged to the extent of twenty five percent (25%) of the replacement cost, then in any of such events, Landlord may terminate this Lease upon the date set forth in Landlord's notice, which date shall be at least thirty (30) days after the date of Landlord's notice. In the event that the Leased Premises are wholly or partially untenantable as a result of such fire or casualty, there shall be a fair and equitable proportionate abatement of all Rent during that period based on the proportion of the Leased Premises rendered untenantable. If this Lease is not terminated by Landlord as aforesaid then this Lease shall continue in full force and effect (Tenant waives any right conferred by any applicable law to terminate this Lease based on the damage) and Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant (but only to the extent insurance proceeds are adequate and available for such purposes); and upon Landlord providing Tenant written notice of the completion thereof, Tenant shall diligently restore Tenant's property and promptly reopen for business and commence the payment of all Rent required hereunder. Tenant shall use the proceeds of any recovery on Tenant's insurance policies for restoration of improvements made by Tenant to the Leased Premises damage (including all permanent leasehold improvement and betterments), and for restoration and/or replacement of Tenant's equipment, trade fixtures and inventory, and to cover any business interruption loss.

Section 8.2 CONDEMNATION. If the whole of the Leased Premises are taken in connection with eminent domain or sale in lieu thereof, the Term shall expire when Landlord shall be divested of its title, and Rent shall be apportioned as of that date. If only part of the Leased Premises is taken in connection with eminent domain, and the Floor Area of the Leased Premises is reduced by more than twenty five percent (25%) and the part remaining shall not be reasonably adequate for the operation of Tenant's business, Landlord or Tenant may terminate this Lease by giving the other notice within thirty (30) days after such taking, effective as of the date possession of the taken part shall be required for public use; and Rent shall be apportioned as of that date. If this Lease is not so terminated pursuant to this provision, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking (to the extent feasible and at a cost to Landlord not to exceed the award received by Landlord after expenses) and this Lease shall continue in full force and effect except that the Rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking. Landlord shall be entitled to all damages in connection with eminent domain, including any portion of the award based on the value of the leasehold estate of the Leased Premises. Notwithstanding the foregoing, Tenant may bring a separate claim in Tenant's name to recover damages for the value of any personal property or movable trade fixtures that were installed by Tenant.

ARTICLE IX SUBORDINATION/ ATTORNMENT AND ESTOPPEL CERTIFICATES

Section 9.1 SUBORDINATION/ATTORNMENT. This Lease is subject and subordinate to all ground and underlying leases and all mortgages or other security agreements which now or hereafter affect the Leased Premises and to any and all advancements to be made thereunder and to all renewals, modifications, consolidations, replacements, and extensions thereof. Within ten (10) days after receipt of a written request by Landlord, Tenant shall enter into an agreement provided by Landlord or its lender subordinating this Lease and all interest of Tenant to all ground and underlying leases and mortgages and other security agreements which may now or hereafter effect the Leased Premises and to any and all advances to be made thereunder and all renewals, modification, consolidations, replacements and extensions thereof. In the event any proceedings are brought for foreclosure of any such mortgage, or in the event of exercise of power of sale under any such mortgage, or in the event of a sale by Landlord of its fee or leasehold interest in the Shopping Center or its interest in this Lease, Tenant shall attorn to the mortgagee, transferee or transferee upon any such foreclosure or sale and recognize such mortgage, transferee or purchaser as landlord under this Lease.

Section 9.2 ESTOPPEL CERTIFICATE. Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, deliver a written instrument to Landlord or any other person, firm or corporation specified by Landlord, duly executed and acknowledged, certifying that this Lease is unmodified and is in full force and effect (or if there has been any modification, that the same is in full force and effect as modified, and identifying any such modifications), whether or not there are then existing any set-offs or defenses in favor of Tenant against the enforcement of any of the terms, covenants and conditions of this Lease by Landlord, and if so, specifying the same, and whether or not Landlord has observed and performed all of the terms, covenants and conditions on the part of Landlord to be observed and performed, and if not, specifying the same, and the dates to which Rent have been paid and any other additional matters requested by Landlord.

ARTICLE X DEFAULT

Section 10.1 TENANT DEFAULT. Any one of the following shall be a default by Tenant: (a) Tenant fails to pay Rent when due hereunder; (b) Tenant fails to perform or observe any agreement, obligation or covenant of this Lease (other than the payment of Rent) and such failure continues for ten (10) days after notice from Landlord (or if same cannot reasonably be cured within ten (10) days, if Tenant fails to commence to cure within ten (10) days and/or fails to diligently prosecute such cure to completion provided such cure period shall not exceed thirty (30) days); (c) Tenant or Guarantor becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or Guarantor; (d) a receiver or trustee in bankruptcy is appointed for any of Tenant's or Guarantor's property and such appointment is not vacated within ninety (90) days from the date of appointment; (e) Tenant's leasehold interest or right to possession of the Leased Premises, or both, passes to one other than Tenant, by assignment, operation of law or otherwise (except as otherwise expressly permitted hereunder), without written consent of Landlord; (f) Tenant ceases doing business at the Leased Premises as determined by Landlord for more than fifteen (15) consecutive days (except for temporary closures due to casualty or condemnation); (g) Tenant vacates or abandons possession of the Leased Premises; and/or (h) the Leased Premises are used for purposes other than the Permitted Use.

In the event of a default by Tenant hereunder, Landlord may, at its option and without further notice, in addition to all other remedies available at law or in equity: (a) terminate the Lease but Tenant shall remain liable as hereinafter provided; (b) repossess the Leased Premises without terminating the Lease; (c) obtain injunctive and declaratory relief and/or specific performance of any term, covenant or condition of the Lease; (d) declare the entire balance of all Rent due under the Lease for the remainder of the Term to be immediately due and payable discounted to present value; (e) perform such obligation on Tenant's behalf and charge Tenant the cost thereof plus twenty percent (20%) of such costs to cover Landlord's overhead as Additional Rent, and (f) institute a distress for rent action and obtain a distress writ under Section 83.11 through 83.19, Florida Statutes and (g) immediately receive the unamortized portion of the Tenant Improvement Allowance, if any, paid to Tenant.

The exercise by Landlord of any right granted hereunder shall not relieve Tenant from the obligation to make all payments of Rent and to fulfill all other obligations and covenants required by this Lease, at the time and in the manner provided herein. Further, notwithstanding any repossession or termination of the Lease, Tenant shall (a) remain liable for all Rent accruing up to the date of such repossession or termination; (b) be liable to Landlord for all costs and expenses incurred in connection with repossession (including attorney's fees), entering into a new lease with another tenant, and preparing the Leased Premises for reletting (including repairing, improving, altering and remodeling the Leased Premises), regardless of whether Landlord relets the Leased Premises or any part thereof for a term less or more than the balance of the Term or grants concessions, allowances or free rent or other inducements to a new tenant; and (c) for each month which would have otherwise constituted the balance of the unexpired Term, pay the deficiency between the Rent that would have been payable, less the net amount of rents actually collected by Landlord from a new tenant, if any. Tenant shall not be entitled to any surplus rents. Landlord shall not be required to use any greater efforts than Landlord uses to lease other properties Landlord owns, to relet the Leased Premises in preference to any other space in the Shopping Center; or to accept rent in an amount less than fair market rent for the Leased Premises. Landlord's failure to relet the Leased Premises shall not release or affect Tenant's liability hereunder and Landlord shall not be liable for failure to relet, or failure to collect rent under any reletting, if any. No re-entry or taking possession of the Leased Premises by Landlord will be construed as an election to terminate unless Landlord notifies Tenant in writing of Landlord's election to terminate the Lease.

Section 10.2 NON-WAIVER. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any right or remedies that Landlord may have and shall not be deemed a waiver of any subsequent default in the terms and covenants herein contained unless expressly waived in writing by Landlord. No payment by Tenant or acceptance by Landlord of a lesser amount than due from Tenant shall be deemed to be anything but payment on account, and Tenant's payment of a lesser amount with a statement that the lesser amount is payment in full shall not be deemed an accord and satisfaction. Landlord may accept the payment without prejudice to recover the balance due or pursue any other remedy. Landlord may accept payments even after default by Tenant without prejudice to subsequent or concurrent rights or remedies available to Landlord under this Lease, at law or in equity. All rights and remedies of Landlord herein or presently or hereafter existing at law or in equity are cumulative and concurrent and the exercise of one or more rights or remedies hereunder shall not waive Landlord's right to exercise any other right or remedy. The maintenance of any action or proceeding to recover possession of the Leased Premises or any payment of Rent shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other monies that may be due or become due from Tenant. Any entry or reentry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

Section 10.3 TENANT WAIVER. Tenant hereby expressly, unconditionally and irrevocably waives all of the following: (a) any right Tenant may have to interpose or assert any claim, counterclaim or setoff in any action brought by Landlord based (in whole or part) on non-payment of Rent even if same is based on Landlord's alleged breach of the Lease (Landlord and Tenant hereby stipulate that any such counterclaim shall be severed and tried separately from the action brought by Landlord for non-payment of Rent); (b) all constitutional, statutory or common law bonding requirements including the requirement under Section 83.12, Florida Statutes that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the property sought to be distrained); it being the intention of the parties that no bond shall be required in any distress action; (c) the right under Section 83.14, Florida Statutes to replevy distrained property; (d) any rights Tenant may have in the selection of venue in any suit by or against Landlord; it

being understood that the venue of such suit shall be in the county wherein the Leased Premises is located; (e) any rights Tenant may have to consequential damages incurred by Tenant including but not limited to lost profits and interruption of business as a result of any Landlord default; and (f) any rights Tenant may have in the Leased Premises or any goods or personal property therein if Tenant is evicted and dispossessed of same.

Section 10.4 FORCE MAJEURE AND UNAVOIDABLE DELAYS. Except for the payment of Rent, in the event that either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations or failure of the applicable governmental authority to timely issue permits, fire or other casualty, acts of God, or other reason beyond the reasonable control of the party delayed in performing the act required under the terms of this Lease, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay.

ARTICLE XI OTHER PROVISIONS

Section 11.1 DEFINITION AND LIABILITY OF LANDLORD AND TENANT. The term "Landlord" as used in this Lease shall mean only the then owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease, Landlord shall automatically be released from all obligations and liabilities as the lessor subsequent to the transfer. Notwithstanding anything to the contrary contained herein, in the event of a default by Landlord of any of its obligations or covenants under this Lease, neither Landlord nor any of the partners, members, officers, directors or shareholders of Landlord shall have any personal liability whatsoever with respect to same and Tenant shall look solely to the equity of Landlord in the Shopping Center for the satisfaction of Tenant's remedies. The word "Tenant" shall mean each and every person named as Tenant herein and its permitted subtenants, assigns and successors. If more than one party executes this Lease as "Tenant", the liability of all signatories shall be joint and several.

Section 11.2 RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership between the parties hereto, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant. Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease shall not be construed for or against either party merely because such party prepared or drafted the Lease or any particular provision.

Section 11.3 SECURITY DEPOSIT. Tenant has deposited with Landlord the Security Deposit as security for the performance by Tenant of its obligations under this Lease including payment of Rent. The Security Deposit may be commingled with other funds of Landlord, and Landlord shall have no liability for the accrual or payment of any interest thereon. Landlord may use, retain or apply all or any part of the Security Deposit to cure any default by Tenant under this Lease. If Landlord applies all or part of the Security Deposit to cure a Tenant default, Tenant shall pay promptly to Landlord the amount so applied. If Tenant complies with all terms and conditions of this Lease, the Security Deposit or any balance thereof, shall be returned to Tenant at the expiration of the Term. If Landlord transfers this Lease and Security Deposit to a transferee, Landlord shall be released from liability with respect to the Security Deposit; Tenant shall look only to such transferee with respect thereto.

Section 11.4 INDEMNITIES. Tenant shall indemnify, defend and hold harmless Landlord, its officers, employees, agents, property manager (and its agents), contractors and any mortgagee (collectively, "Landlord's Agents") from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature if (a) occurring in the Leased Premises, unless caused by the gross negligence or willful misconduct of Landlord or Landlord's Agents; (b) claimed to have been caused by or resulted from any act or omission of Tenant, its agents, contractors, employees, subtenants, assignees, concessionaires and invitees, no matter where occurring; or (c) due to any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding brought against Landlord and/or Landlord's Agents, including, without limitation, all reasonable attorney's fees and expenses. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Agents from and against all losses, claims, expenses (including attorney's fees), liabilities, lawsuits and damages arising by reason of any clean up, removal, remediation or any other activity required as a result of the presence of hazardous substances in the Leased Premises and/or the Shopping Center caused by Tenant or its employees, agents, contractors or invitees. Landlord shall indemnify, defend and hold harmless Tenant from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring in the Leased Premises solely as a result of the gross negligence or willful misconduct of Landlord or Landlord's Agents. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

Section 11.5 DAMAGE TO PROPERTY OR PERSONS. Unless caused by the gross negligence or willful conduct of Landlord, Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or the Shopping Center, by theft or otherwise; any injury or damage to persons or property or to the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; any such injury or damage caused by other tenants or any persons in the Leased Premises or the Shopping Center or by operations in the construction of any private, public, or quasi-public work; any defect (latent or otherwise) in construction except for a period of one year from the date of the general construction of the Leased Premises (the parties agree that any liability of Landlord under the preceding clause shall be limited to cost of repair only); any damage or loss of property of Tenant kept or stored in the Leased Premises.

Section 11.6 ASSIGNMENT/SUBLETTING. Tenant shall not assign or transfer this Lease or any interest therein, or sublet all or any part of the Leased Premises, without obtaining on each occasion the prior written consent of Landlord. The transfer of any corporate stock, partnership interest or membership interest in Tenant, or a merger, consolidation, acquisition or liquidation of or by Tenant, either voluntarily or by operation of law, shall be deemed an assignment and shall require Landlord's consent, except if Tenant is a public corporation and such transfer of stock is through a recognized stock exchange. Any request for Landlord's consent to assignment or subletting shall be accompanied by a non-refundable payment in the amount of One Thousand Dollars (\$1,000.00) for costs incurred by Landlord with respect to same. Any assignment or sublease shall be only for the Permitted Use. In no event shall any assignment or subletting release Tenant from any of its obligations or liabilities under this Lease. Any permitted assignee must assume this Lease in writing in an assumption agreement in form satisfactory to Landlord and Tenant shall deliver an executed copy of same to Landlord ten (10) days prior to the effective date of the assignment. If Tenant shall assign this Lease or sublet the Leased Premises pursuant to the foregoing provisions for rents or any other amounts in excess of the Rent payable hereunder, Tenant shall pay all of such excess rent to Landlord as Additional Rent. Bequests or inheritances by immediate members of the family of the Managing Partners are expressly excepted from the operation of this Section.

Notwithstanding the foregoing, Landlord shall have the option, by written notice to Tenant within thirty (30) days after receiving any request for consent to a proposed assignment or sublease of all or a portion of the Leased Premises to an unaffiliated entity to recapture the Leased Premises and terminate the Lease or recapture that portion of the Leased Premises subject to the proposed assignment or sublease and terminate the Lease as it relates to the recaptured Space; such termination to be effective on the date provided in the notice to recapture. If Landlord elects to recapture a portion of the Leased Premises, then Rent shall be adjusted accordingly.

Section 11.7 SURRENDER. Upon the expiration or sooner termination of the Lease, Tenant shall surrender the Leased Premises to Landlord in broom clean condition and in good repair and condition, reasonable wear and tear excepted. Tenant shall remove all moveable trade fixtures, furniture, inventory and other personal property of Tenant (collectively, "Personal Property") and repair all damage caused by the removal of same. Tenant shall surrender all keys for the Leased Premises to Landlord at the address set forth in Section 1.1(c). If Tenant fails to make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs plus 20% of such costs to cover Landlord's overhead. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings, walls or ceilings, all of which shall be deemed to constitute a part of the interest and estate of Landlord nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord whether initially installed or replaced. If Tenant fails to remove its Personal Property upon abandonment, recovery of possession of the Leased Premises by Landlord or at the expiration or sooner termination of the Lease as provided above, such Personal Property not removed shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord and at Landlord's option may be removed by Landlord at Tenant's expense plus twenty percent (20%) as herein provided, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord. Tenant hereby waives all claims for loss or damage to Tenant's property pursuant to the terms of this paragraph. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of this Lease. In addition to the foregoing, Landlord shall have the absolute right to terminate this Lease and remove Tenant from occupancy thereof, upon not less than six (6) months written notice to Tenant, at any time during the Term, for purposes of remodeling, redeveloping or demolishing the Shopping Center. This right reserved by Landlord shall not be impaired or affected by any subsequent change in any Law applicable to this Lease. All costs of vacating the Leased Premises shall be the responsibility of Tenant.

Section 11.8 HOLDOVER. If Tenant remains in possession of the Leased Premises after the expiration of the Term without the written consent of Landlord, Tenant shall be deemed a tenant at sufferance, and during such holding over, Rent shall be two hundred percent (200%) of the amount in effect immediately prior to the expiration of the Term and all other provisions of this Lease shall apply insofar as the same are applicable. In addition, Tenant shall indemnify and hold Landlord harmless from all losses, liabilities, claims, damages and expenses arising from such holdover by Tenant after the expiration of the Term including without limitation any claims made by any succeeding tenant as a result of same.

Section 11.9 LANDLORD LIEN. In addition to all other remedies set forth herein, in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code of the State of Florida so that in the event Tenant is in default hereunder Landlord shall have and may enforce a security interest on all such property of Tenant, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms of this Lease.

Section 11.10 LIENS. Tenant shall discharge any lien filed against the Shopping Center or any part thereof for work done or materials furnished at Tenant's request with respect to the Leased Premises within ten (10) days after such lien is filed, failing which Landlord may, in addition to any other remedies under this Lease, remove such lien. Tenant shall pay Landlord, as Additional Rent, the amount of the lien discharged plus all costs and expenses, including, without limitation, attorneys' fees and court costs, incurred by Landlord in discharging such lien. Pursuant to the provisions of Section 713.10, Florida Statutes, notice is hereby given that under no circumstances shall the interest of Landlord in the Leased Premises or Shopping Center be subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Tenant and all such parties must look exclusively to Tenant to obtain payment for same. Tenant shall deliver written notice of the foregoing provisions to all persons performing work in the Leased Premises. Additionally, if requested by Landlord, Tenant shall promptly execute and deliver to Landlord a notice of non-responsibility, in a form provided by Landlord.

Section 11.11 LATE CHARGE. If any payment of Rent is not paid within five days after such amount is due, then in addition to the payment then due, Tenant shall immediately pay to Landlord, as Additional Rent, a late charge equal to the greater of Two Hundred Fifty Dollars (\$250.00) or five percent (5%) of all sums past due. In addition, for every thirty (30) day period thereafter that any payment remains past due, interest equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law shall accrue on a monthly basis until such delinquent amount is paid in full. If any check, bank draft, ACH or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored, Tenant shall pay an administrative charge to Landlord of One Hundred Dollars (\$100.00). Acceptance of any of the foregoing charges will not constitute a waiver of Tenant's default and shall not prevent Landlord from exercising any other rights or remedies in the Lease.

Section 11.12 CONSENT. With respect to any provisions of this Lease which either provides or is held to provide that Landlord shall not unreasonably withhold or delay consent or approval unless otherwise provided herein to the contrary, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives any claim for damages incurred by Tenant by reason of Landlord's failure to comply therewith, Tenant's sole remedy therefor shall be an action for specific performance.

Section 11.13 WAIVER OF RIGHT OF REDEMPTION. Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

Section 11.14 NOTICES. Any notice or other communication which may be or is required to be given by either party to the other hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized overnight courier (such as Federal Express or UPS). Any notice or communication under this Lease shall be sent to the addresses set forth in Section 1.1(o) and shall be deemed to have been given on the date it is mailed with sufficient postage prepaid or the date it is given to the courier, and shall be valid and binding regardless of whether such notice is returned undeliverable or the receipt of such notice is otherwise unacknowledged.

Section 11.15 RECORDING. Neither this Lease nor any memorandum of this Lease shall be recorded in the public records.

Section 11.16 ENTIRE AND BINDING AGREEMENT. This Lease contains the entire agreement between the parties hereto and Tenant warrants that it has not relied upon any representation other than as contained in this Lease and Landlord relies on this representation as an inducement to enter into this Lease. Tenant represents and warrants that it has had the opportunity to have this Lease reviewed by its professional advisors and this Lease is the joint effort of both parties expressing their agreement, and that it should not be interpreted in favor of or against either party merely because of their efforts in its preparation. Except as provided to the contrary herein, this Lease may not be modified in any manner other than by agreement in writing signed by all parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as otherwise expressly provided in this Lease.

Section 11.17 PROVISIONS SEVERABLE. If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.18 CAPTIONS/TIME. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or exemplifying the terms and provisions of this Lease to which they relate. Time is of the essence.

Section 11.19 RADON GAS. Florida Statutes 404.056(8) Radon gas is a naturally occurring radioactive gas that, when it is 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 health unit.

Section 11.20 NO OPTION/EXECUTION. The submission by Landlord to Tenant of this Lease shall be deemed solely for examination purposes only and not for acceptance. Such submission shall have no binding effect and shall not create any rights or impose any obligations upon either party. The execution of this Lease by Tenant shall be irrevocable. This Lease shall have no binding force and effect unless and until Tenant and Landlord have executed this Lease and a duplicate executed original shall have been delivered by Landlord to Tenant.

Section 11.21 BROKER. Tenant represents and warrants to Landlord that it has not dealt with any broker, finder or other person entitled to compensation in connection with this Lease (other than the Broker identified in Section 1.1(b) and there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Tenant agrees to indemnify, defend and save Landlord harmless from all liabilities and claims (including legal fees) arising from a breach of the foregoing. The foregoing indemnity shall survive the termination of this Lease.

Section 11.22 RELOCATION. Notwithstanding anything to the contrary contained herein, Landlord shall have the right, at any time upon thirty (30) days written notice to Tenant, to relocate Tenant from the Leased Premises into another space in the Shopping Center (the "New Leased Premises"). In the event the Leased Premises to be occupied by Tenant are relocated prior to the date that Tenant opens for business at the Leased Premises then the New Leased Premises shall contain approximately the same square footage as the Leased Premises and, to the extent applicable, Landlord shall move or replace any leasehold improvements, furnishings, or fixtures that Tenant has installed in the Leased Premises, at Landlord's expense. If and only if Tenant has opened for business in the Leased Premises then, in addition to the foregoing, no Rent shall be due or payable for the first full calendar month of Tenant's occupancy of the New Leased Premises and the Rent payable for the New Leased Premises shall be the same amount as the Rent for the Leased Premises (even if the New Leased Premises is larger). From and after the date that Tenant is required to move, the New Leased Premises shall thereafter be deemed the Leased Premises, subject to all other terms and conditions of this Lease.

Section 11.23 WAIVER OF TRIAL BY JURY. Landlord and Tenant mutually agree that they waive trial by jury in any action, proceeding or counterclaim brought by either party against the other as to any matters arising out of or in any way connected with this Lease.

Section 11.24 ACCESS. Landlord shall have the right (but not the obligation) to enter the Leased Premises at all times upon reasonable prior notice (except in the event of an emergency) to make any repairs and alterations or to inspect or to show the Leased Premises to prospective purchasers or mortgagees. Commencing six (6) months prior to expiration of the Term, Landlord may show the Leased Premises to prospective tenants and/or to maintain "For Rent" signs on the Leased Premises.

Section 11.25 APPLICABLE LAW AND ATTORNEYS' FEES. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. If either party brings an action to enforce the terms of this Lease or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to recover all reasonable costs and expenses (including without limitation court costs and reasonable attorneys' fees) incurred by such prevailing party from the non-prevailing party.

Section 11.26 COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be an original, and all of which shall constitute one instrument.

Section 11.27 GUARANTY. This Lease shall be subject to the execution by Guarantor of the guaranty attached hereto and delivery of same to Landlord with the executed Lease.

Section 11.28 RIDER. If any provision contained in a Rider to this Lease is inconsistent with any other provisions herein, the provision contained in the Rider shall control unless otherwise provided in the Rider.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

Signed, Sealed and Delivered in the Presence Of:

Landlord:

MS Woolbright Del Mar, LLC, a Delaware limited liability company

BY: Woolbright Del Mar Member LLC, a Florida limited liability company, its Administrator

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature] ✓
~~Michael J. Finnell~~ Soraya Tgrina (ST)

Its: Vice President

Date: 4/20/07

Tenant:

Nino's Italian Restaurant, Inc., a Florida corporation

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature]
Antonio Tribunella

Its: Managing Partner

Date: 4-20-07

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature]
Ross Tornabene

Its: Managing Partner

Date: 4-20-07

NOT A CERTIFIED COPY

LEASE RIDER
Del Mar Village

LANDLORD: MS Woolbright Del Mar, LLC, a Delaware limited liability company

TENANT: Nino's Italian Restaurant, Inc., a Florida corporation

LEASE DATE: April 23, 2007

By reference hereto, this Rider is hereby incorporated into and made a part of the above referenced Lease between Landlord and Tenant. In the case of any inconsistency between the provisions of this Rider to the Lease and the balance of the Lease, the provisions of this Rider shall govern and control.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **RENT CREDIT:** Landlord shall provide Tenant with a Rent Credit of \$6,653.60 toward Tenant's payment of Minimum Rent as specified in Section 1.1(j) of the Lease. Tenant shall receive the Rent Credit in equal monthly reductions of the Minimum Rent due under the Lease in the amount of \$1,330.72 per month, which shall be applied against the first five (5) monthly installments of Rent when due. Notwithstanding the foregoing, if Tenant is late with any of the Rent payments due under the Lease during the first year after the Rent Commencement Date then Tenant shall forfeit any remaining Rent Credit, beginning with the credit due on the first day of the month in which the Rent is late, and all portions of the Rent Credit previously applied against Minimum Rent shall become immediately due and payable as Additional Rent.
2. **EXCLUSIVE USE:** Provided Nino's Italian Restaurant, Inc. has never been in default of this Lease, Landlord agrees not to authorize any other tenant in the Shopping Center except for Nino's Italian Restaurant, Inc. to operate, as a full service Italian restaurant or a pizza restaurant serving pizza for on-premises consumption as its primary business (the "Exclusive Use"), excepting any tenants leasing space in the Shopping Center as of the date of the Lease (including the tenant operating under the tradename "Pizza Fusion" as of the date of the Lease, provided however, they shall not have more than twenty (20) seats or modify their concept from being an organic based menu) and any renewals or replacements thereof and any tenants occupying Anchor spaces as defined in Section 1.1(c) of the Lease.

If Nino's Italian Restaurant, Inc. discontinues using the Leased Premises for the Exclusive Use (or a portion of the Exclusive Use) at any time during the Lease Term then the Exclusive Use (or that portion of the Exclusive Use no longer being used) shall expire automatically and shall cease to have any force or effect.

The foregoing Exclusive Use shall also expire automatically and cease to have any force or effect, upon the occurrence of any of the following: (1) the expiration or sooner termination of the Lease, (2) the occurrence of any event of default by Tenant under the Lease, beyond any cure period stated in the Lease, or (3) any unapproved assignment of the Lease or subletting of the Leased Premises (or any part thereof).

3. **CPI ADJUSTMENTS:** In the event that Minimum Rent is to be increased by the change in the Consumer Price Index ("CPI") over the previous year (such fraction being the "CPI Factor") pursuant to the terms of the Lease, then Minimum Rent shall be adjusted by the following calculation. The CPI Factor shall be computed as a fraction, the numerator of which shall be the CPI for the month occurring three (3) months prior to the month in which the current anniversary of the Rent Commencement Date will occur and the denominator of which shall be the CPI for that same calendar month of the immediately preceding calendar year, which CPI Factor shall be multiplied by the then current Minimum Rent.

In calculating the increase in Minimum Rent, no effect shall be given to existing rent concessions or abatement (if any) during any Lease Year. In no event shall the Minimum Rent in a given year be less than the annual Minimum Rent for the immediately preceding year. Any delay or failure of Landlord in computing or billing Tenant for the escalation of Minimum Rent as provided herein shall not constitute a waiver or in any way impair the continuing obligation of Tenant to pay such escalation of Minimum Rent hereunder.

The term Consumer Price Index, or "CPI", shall mean the Consumer Price Index for all Urban Consumers "All Cities" (1982-84 = 100) as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event that the base year of the CPI is changed or the CPI is no longer published by the U.S. Department of Labor, an appropriate adjustment in the computation of the CPI Factor shall be made based on such other base year as may be established or index that may be available that most appropriately measures the change in the purchasing power of the U.S. Dollar.

4. **OPTIONS TO RENEW AT MARKET RATE:** Provided that Tenant has never been in default of the Lease, Tenant shall have three (3) renewal options of five (5) years each to extend the Lease Term, provided that Tenant shall provide written notice to Landlord of its election to extend the Lease at least twelve (12) months, but not more than fifteen (15) months, prior to the expiration of the initial Lease Term, or any extensions thereof, with time being of the essence as to this notification period. Landlord shall have no obligation to notify Tenant hereafter of the required notification date to renew the Lease and Tenant shall be deemed to have waived any unexercised renewal options in the event Tenant fails to notify Landlord in writing by the required notification date.

All of the terms and conditions of the Lease shall remain unchanged and in full force and effect upon Tenant's extension of the Lease Term except that Minimum Rent shall be increased to the current market rent as determined by Landlord upon the first day of any such extension period and increase upon each anniversary thereafter by the greater of four percent (4%) or the increase in the CPI over the previous year. Tenant shall have thirty (30) days from the date of receipt of Landlord's notice of market rate to finalize a Lease renewal agreement memorializing the market rate. In the event that Landlord and Tenant cannot finalize a Lease renewal agreement within said thirty (30) day period, Tenant's election to renew the Lease shall be null and void. Notwithstanding the foregoing, in no event shall the Minimum Rent during the extension period be less than the Minimum Rent payable immediately preceding the extension period.

The foregoing renewal options shall no longer be available and shall automatically cease to exist, upon the occurrence of any of the following: (1) the expiration or sooner termination of the Lease, (2) the occurrence of any event of default by Tenant under the Lease, or (3) any assignment of the Lease, subletting of the Leased Premises (or any part thereof) or other transfer within the meaning of Article 11.6 of the Lease.

5. **DELIVERY OF LEASED PREMISES:** Tenant is currently occupying the Leased Premises pursuant to that certain Lease Agreement dated August 4, 1993 (the "Prior Lease") by and between RW Ventures (as predecessor-in-interest to Landlord) and Tenant). Accordingly, notwithstanding anything to the contrary contained in the Lease, Landlord shall not be responsible for the construction or installation of any leasehold improvements relating to the Leased Premises and Tenant shall accept the Leased Premises in their "AS IS" condition as of the date of the Lease. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the condition of the Leased Premises, and by executing the Lease, Tenant shall be deemed to have accepted the Leased Premises and to have acknowledged that the same are in condition called for hereunder.
6. **SECURITY DEPOSIT:** Notwithstanding anything to the contrary contained in the Lease, the security deposit in the amount of \$3,688.34 paid by Tenant and held by Landlord under the Prior Lease shall continue to be held by Landlord as the Security Deposit set forth in Section 11.3 of the Lease.
7. **TERMINATION OF PRIOR LEASE:** Effective upon the Rent Commencement Date of the Lease, Landlord and Tenant agree that the Lease shall supersede the Prior Lease and the Prior Lease shall be terminated with the tenancy of Tenant and the rights and obligations of the parties thereafter being governed by the Lease. Tenant acknowledges and agrees that all of the obligations imposed upon Landlord under the Prior Lease have been fully performed and that Tenant has no claims, defenses, counterclaims, or setoffs against Landlord arising from the Prior Lease.

[Remainder of page left blank intentionally, signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the dates hereinbelow written.

Signed, Sealed and Delivered in the Presence Of:

Landlord:

MS Woolbright Del Mar, LLC, a Delaware limited liability company

By: Woolbright Del Mar Member LLC, a Florida limited liability company, its Administrator

[Signature]
[Signature]

By: [Signature]
~~Michael J. Finnian~~ Sovaya Tyriner (ST)

Its: Vice President

Date: 4/23/07

Tenant:

Nino's Italian Restaurant, Inc., a Florida corporation

[Signature]
[Signature]

By: [Signature]
Antonio Tribunella

Its: Managing Partner

Date: 4-20-07

[Signature]
[Signature]

By: [Signature]
Ross Tomabene

Its: Managing Partner

Date: 4-20-07

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EXHIBIT "A"
DELMAR VILLAGE

LEGAL DESCRIPTION

PARCEL NO. 1: (Fee Simple)

Parcels I, IX, and X of Del Mar Plaza Sub Division No. 1, according to the plat thereof, as recorded in Plat Book 41, Pages 108 to 110, inclusive, of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (Easement)

Easement for the benefit of Parcel No. 1, as created by the Easement Agreement dated May 29, 1981 and recorded June 4, 1981, in Official Records Book 3534, Page 1661, of the Public Records of Palm Beach County, Florida, and re-recorded April 7, 1982, in Official Records Book 3703, Page 1115, in the Public Records of Palm Beach County, Florida, for construction and maintenance of signs, over, under and across the land described as follows:

A parcel of land begin a portion of Parcel VIII Del Mar Plaza Sub Division No. 1 as recorded in Plat Book 41, Page 108, of the Public Records of Palm Beach County, Florida, said portion of Parcel VIII being more particularly described as:

A 10.00 feet by 20.00 foot strip of land bounded on the South by the North line of a 20.00 foot drainage easement, on the East by the West line of a 10.00 foot utility easement, on the West by a line 10.00 feet West of and parallel to said West line of utility easement, and on the North by a line 20.00 feet North of and parallel to the North line of said 20.00 foot drainage easement, said drainage and utility easements as shown on the Plat of Del Mar Plaza Sub-Division as recorded In Plat Book 41, Page 108, of the Public Records of Palm Beach County, Florida,

A parcel of land being a portion of Parcel II Del Mar Plaza Sub-Division No. 1 as recorded in Plat Book 41, Page 108, of the Public Records of Palm Beach County, Florida, said portion of Parcel II being more particularly described as:

A 10.00 foot by 20.00 foot strip of land, lying the Southeast corner of said Parcel II, bounded on the South and East by respectively the North and West lines of 10.00 foot utility easement, said 10.00 feet by 20.00 foot strip being also bounded on the West by a line 20.00 feet West of and parallel to the aforementioned West line of a 10.00 foot utility easement and on the North by a line 10 feet North of and parallel to the aforementioned North line of a 10.00 foot utility easement. Said utility easements as shown on the Plat of Del Mar Plaza Sub-Division No. 1 as recorded in Plat Book 41, Page 108, of the Public Records of Palm Beach County, Florida.

PARCEL NO. 3: (Easement)

Easement for the benefit of Parcel No. 1 as created by that Easement Agreement dated May 29, 1981 and recorded June 4, 1981, in Official Records Book 3534, Page 1686, of the Public Records of Palm Beach County, Florida, and re-recorded April 7, 1982, In Official Records Book 3703, Page 1106, of the Public Records of Palm Beach County, Florida, for a non-exclusive easement for ingress and egress over, under and across the land described as follows:

A parcel of land being a portion of Parcel VIII Del Mar Plaza Sub-Division No. 1, as recorded in Plat Book 41, Page 108, of the Public Records of Palm Beach County, Florida, said portion being more particularly described as:

The East 25.00 feet of the West 47.50 feet of said Parcel VIII.

PALMETTO PARK ROAD

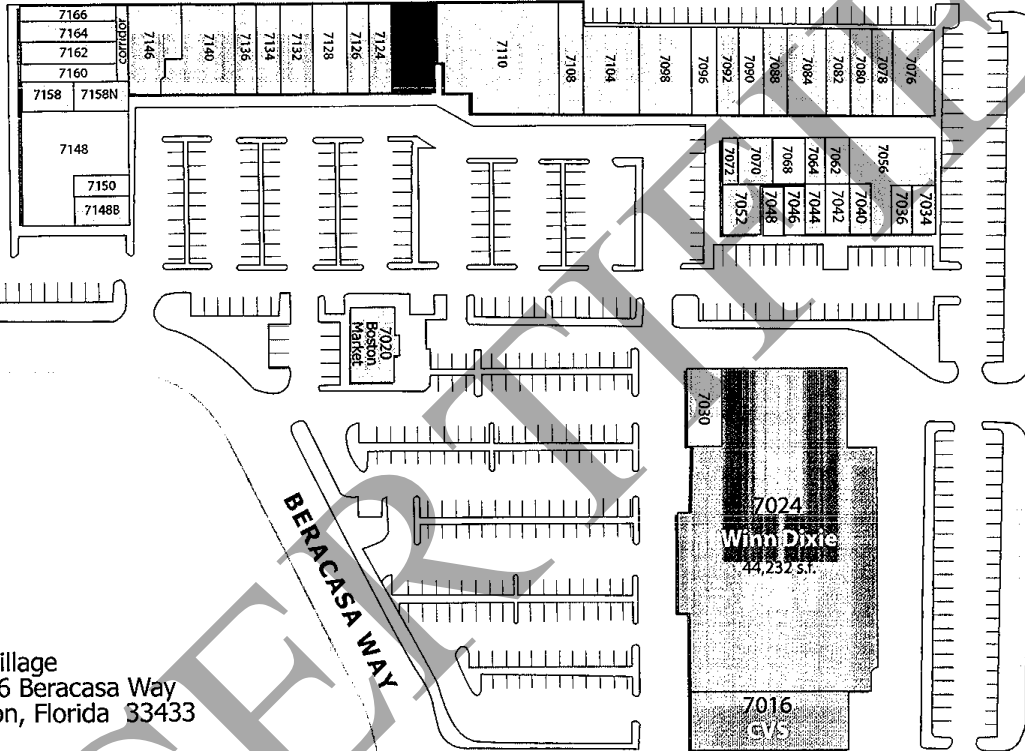
PALMETTO CIRCLE NORTH

BERACASA WAY

POWERLINE ROAD



Del Mar Village
7016-7166 Beracasa Way
Boca Raton, Florida 33433



Tenants

BAY	TENANT	Sq. Ft.
7016	CVS Pharmacy	10,080
7020	Boston Market	2,800
7024	Winn Dixie	44,232
7030	Dryclean USA	2,190
7034	State Farm Insurance	902
7036	European Touch	873
7040	Nail Bazaar	873
7042	Available	873
7044	Popcorn Zone	873
7046	Shoe Repair	873
7048	Pizza Fusion	873
7052	Vitamin Connection	1,433
7056	PC Professor	4,394
7062	PNY Enterprises	873
7064	John Roth, Chiropractor	873
7068	Available	1,310
7070	Larry Levine, DDS	1,310
7072	Royal Palm Hearing	500
7076	Boca Delmar Animal Hosp.	3,213
7078	Custom Fit Personal Training	1,580
7080	Holyland Judaica	1,580
7082	Aletto Jewelry	1,580
7084	PC Professor	2,923
7088	Curves	1,817
7090	Available	1,580
7092	SE Realty & AM Mortgage	1,647
7096	Available	1,078
7098	Lana's For The Moment	3,590
7104	Tony Wu's Steak & Seafood	3,950
7108	UPS Store	2,000
7110	Sweet Tomatoes	10,409
7120	Nino's Pizza	3,213
7124	Sharper Vision Optical	1,580
7126	Butcher Block Factory	1,580
7128	Available	2,375
7132	Salomon's Bakery	2,370
7134	Wild Orchid Hair Salon	1,580
7136	Red Lion Pub	1,580
7140	Kansai Restaurant	4,433
7146	Original Pancake House	4,020
7166	Birdie Golf Balls	1,311
7164	Pool Solution	1,727
7162	CD Connection	1,911
7160	Available	1,633
7158N	Boca Pita Express	1,005
7158	Heads West	855
7150	Yogurt Rendezvous	825
7148B	The Added Touch	1,200
7148	Available	7,315
TOTAL Square Feet:		153,595

EXHIBIT "C"

DEL MAR VILLAGE

CONSTRUCTION OF LEASED PREMISES

SECTION "A": INITIAL CONDITION OF THE LEASED PREMISES

Tenant has inspected the Leased Premises and by executing this Lease, Tenant shall be deemed to have accepted the Leased Premises in their "as-is" condition as of the date of this Lease. Except as expressly provided herein or in the Rider to this Lease, Landlord shall have no other obligation to improve the Leased Premises.

SECTION "B": TENANT'S WORK AT THE LEASED PREMISES AT TENANT'S EXPENSE

Tenant is responsible for the installation of all leasehold improvements and trade fixtures necessary for Tenant to conduct the Permitted Use in the Leased Premises ("Tenant's Work"). All Tenant's Work shall be performed by contractors approved in advance by Landlord in accordance with plans submitted by Tenant and approved by Landlord.

1. **Utilities:** Tenant shall directly arrange to have all required utilities installed at the Leased Premises, at Tenant's expense, which shall include, but are not limited to the following:
 - a) All building, plumbing and occupancy permits and all other required permits, with copies furnished to Landlord.
 - b) Telephone outlet hook-ups throughout the Leased Premises.
 - c) All required utility meters and fees.
2. **Non-Combustible Construction:** All Tenant construction shall be non-combustible.
3. **Discipline:** Tenant shall enforce strict discipline and good order among the employees of Tenant's contractors and subcontractors.
4. **Tenant's Work:** Tenant shall commence Tenant's Work and diligently and continually proceed to complete the Leased Premises in accordance with the approved final plans and permits.
5. **Permits:** Tenant shall obtain all necessary permits from the applicable governmental authorities and shall forward a copy of all permits to Landlord prior to the commencement of any work at the Leased Premises.
6. **Certificate of Occupancy:** Tenant shall secure any occupancy permits required by the applicable governmental authorities, and shall provide a copy of each permit to Landlord upon receipt.
7. **Sub-Contractors:** Tenant shall provide Landlord with a list of all contractors, sub-contractors, and suppliers to be used in the performance of Tenant's Work, prior to commencing Tenant's Work.
8. **Insurance:** Tenant shall provide Landlord with copies of certificates of insurance and competency from all contractors and sub-contractors performing Tenant's Work.
9. **Release of Liens:** Tenant shall provide Landlord with releases of lien, in a form acceptable to Landlord, releasing Landlord and others designated by Landlord as payments for Tenant's Work are made.

Upon completion of Tenant's Work, Tenant shall obtain final releases of lien from all contractors, sub-contractors and suppliers, within ten (10) working days of completion of Tenant's Work.

SECTION "C": WORK BY LANDLORD IN THE LEASED PREMISES AT TENANT'S EXPENSE

1. **Roof Openings:** Any roof opening required at the Leased Premises shall be performed by Landlord's roofing contractor, at Tenant's expense. Such openings shall include supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve any roof openings or penetrations which, in Landlord's judgment, exceed the capability of the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.

SECTION "D": PROCEDURE

1. **Tenant Coordinator:** The Tenant Coordinator of Landlord shall be responsible for the review of Tenant's design drawings and final plans. All questions pertaining to the design and construction of the Leased Premises and all plans submitted to Landlord shall be directed to the Tenant Coordinator at the following address:

WOOLBRIGHT DEVELOPMENT, INC.
3200 N. Military Trail, 4th Floor
Boca Raton, Florida 33431
561-989-2240

2. **Plans:** Tenant shall supply Landlord with two (2) complete sets of plans and specifications for Tenant's Work for Landlord's approval. These plans should include a reflected ceiling plan, interior layouts and finishes, plumbing, mechanical and electrical plans, and any other plans necessary or reasonably required by Landlord in connection with the review and approval of Tenant's Work. If Landlord does not approve the plans, Landlord shall note the reasons for such disapproval and Tenant shall, within ten (10) days after receipt of such "disapproved" Plans, correct any deficiencies noted by Landlord and re-submit the revised plans to Landlord, for Landlord's approval. This procedure will continue until such time as Tenant's plans are approved by Landlord. All Tenant's Work shall be performed only in accordance with such approved plans.
3. **Cleaning of Premises:** Tenant shall maintain the Leased Premises and surrounding areas in a clean and orderly condition during all construction and merchandising of the Leased Premises. Tenant shall promptly remove all unused construction materials, equipment, shipping containers, packaging, debris, and flammable waste resulting from Tenant's construction from the Shopping Center, at Tenant's expense.
4. **Violations:** In the event Tenant is notified of any violations of codes, ordinances, regulations, requirements or guidelines in connection with Tenant's Work, either by the applicable governmental authorities or by Landlord, Tenant shall immediately notify Landlord and, at Tenant's sole cost and expense, correct such violations within ten (10) days after such notification or within a reasonable period of time, not to exceed the deadline required by the governmental authorities.

EXHIBIT "D"

DEL MAR VILLAGE SIGN CRITERIA

The purpose of this information is to define and specify all exterior signage criteria for all shops at Del Mar Village. These guidelines will insure identification of the signage while producing a coordinated, complementary image for the entire center. Landlord reserves the right to modify this criteria at any time at its sole and absolute discretion.

Each Tenant is allowed one (1) Primary Sign Unit. The Tenant is to arrange for the design and fabrication of the sign, in conformance with the restrictions listed herein.

Each Tenant shall submit or cause to be submitted to Landlord for written approval, one (1) copy of the detailed drawings prior to the fabrication of the sign. These drawings are to indicate the location, size, layout, design and color of the proposed sign, including all lettering and graphics. A detailed method of attachment cross-section drawing must be provided. Tenant risks removal of the sign, at tenant's expense, if the sign is installed before the Landlord has provided written approval.

All Sign Units, including additional symbols or logos, must be submitted to Woolbright Development, Inc. for approval prior to fabrication and installation. The cost of fabrication and installation of each sign unit shall be the responsibility of the Tenant. Woolbright Development must approve the sign company chosen by the Tenant prior to any work proceeding. Sign construction is to be completed in compliance with the instructions, limitations and criteria contained within.

Tenant shall be responsible for the operations of the sign contractor chosen. All permits for the sign, installation and electrical shall be obtained by the Tenant or his representative. Tenant must obtain City approval for all signs.

LOCATION AND SIZE

Each Tenant is allowed one (1) exterior sign (Primary Sign Unit). The exterior sign shall consist of internally illuminated reverse channel letters. The size shall be no greater than one square foot of sign area per linear foot of store space. The width of the sign shall not exceed more than 75% of the tenant's space. All signs must be placed centered over the tenant's space.

MATERIALS AND INSTALLATION

The exterior sign shall be internally illuminated reverse channel letters. The letters must be coated with Matthews 6001SP primer, or equivalent, and finished with Matthews 42 204 SP Gloss Black, or equivalent. All letters shall be 2.5" deep using .080 aluminum CAD routed faces and .063 aluminum returns. Letters shall be U.L. listed and fabricated with Lexan backs. Standoffs shall be 1.5", without deviation, and mounted using All-Thread with aluminum tubing spacers, ensuring that said standoffs are kept away from the edge of the letters. Illumination shall consist of Supervision's Flex LED Cool White 24, or equivalent. All letters are to be mounted on a wire-way. Wire-ways are to be constructed of .080 aluminum with 1.5" aluminum angle frames. Wire-ways are to be 3.5" deep, 27" high for first floor Tenants and 40" high for second floor Tenants and shall exceed the length of the letter area by 3 inches on either side. So for example, if the letter area is 96", the Wire-way shall be 102". Wire-ways are to be painted so as to match the color and texture of the building. Installation must be UL and NEC compliant and all holes must be caulked.

No block typefaces will be permitted unless part of a required criteria by a franchise or part of a registered trademark or service mark. Serif, San serif or script types only. Each design will be reviewed on an individual basis and approved at the Landlord's discretion.

Any amendments to the above criteria must be approved in writing.

All signs, bolts, fastening and clips shall be of a non-corrosive metal or equivalent. No black iron materials of any type will be permitted. All letters shall be fabricated using full welded

construction or equivalent materials. All penetrations of the building structure required for sign installation shall be neatly sealed with caulk for a watertight condition.

The location of all openings for conduit in sign panels of building walls shall be indicated by the sign contractor on the detailed drawings to be submitted to Landlord.

All signs and their installation shall comply with city and county building and electrical codes.

Sign contractor shall repair any damage to the building caused by his work.

Electrical service to all signs shall be on the Tenant's Meter.

Landlord's approval shall not relieve the Tenant from the duty of conforming to any and all applicable City and County Ordinances, Laws, Regulations and Inspections.

NOT PERMITTED

- (a) Animated, flashing or audible signs.
- (b) Exposed lamps or tubing
- (c) Exposed crossovers or conduit

MISCELLANEOUS REQUIREMENTS

Each Tenant will be permitted to place upon each entrance of its demised premises, (1) 8" x 12" sign with location, colors, and design approved by Landlord, indicating the hours of business, emergency numbers, etc.

Each Tenant having a non-customer door for receiving merchandise, may have one (1) 6" x 12" sign with location, colors and design approved by Landlord indicating Tenant's name and address. If more than one (1) Tenant must use the same door, each name and address may be applied.

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EXHIBIT "E"

DEL MAR VILLAGE

RULES AND REGULATIONS

1. All deliveries to or from the Leased Premises shall occur only at such times, in the areas and through the entrances designated for such purpose by Landlord.
2. Tenant shall keep and maintain the Leased Premises in a clean and sanitary condition satisfactory to Landlord. Tenant shall also remove any garbage and refuse generated by Tenant or by the use of the Premises from all areas outside of the Leased Premises, including any common areas and loading areas. All garbage and refuse shall be kept inside the Leased Premises in the type of container specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse, including the cost of any garbage removal service provided or designated by Landlord. Tenant shall use any trash compactor that Landlord may elect to provide for the general use of Tenant or other tenants in a designated area of the Shopping Center. If any part of Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall provide refrigerated garbage containers at Tenant's expenses for the disposal of food scraps and refuse.
3. No radio or television aerials or other devices shall be erected on the roof or exterior walls of the Leased Premises or the Shopping Center without first obtaining Landlord's written consent, in each and every instance. Any aerial or device installed without such written consent shall be subject to removal at any time without notice by Landlord at Tenant's expense.
4. No loudspeakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
5. The plumbing facilities shall not be used for any purpose other than the purpose for which they were constructed and no foreign objects or substances of any kind shall be disposed of therein. All grease traps, if any, shall be installed and maintained in accordance with applicable law and in accordance with Landlord's requirements. The expense of any breakage, stoppage, or damage resulting from a violation of this regulation shall be borne by Tenant.
6. Tenant shall keep the Leased Premises free of rodents, insects and other pests and contract, at its expense, for termite and pest extermination services covering the Leased Premises, which shall be performed not less than semimonthly.
7. Tenant shall not burn any trash or garbage of any kind in the Leased Premises or the Shopping Center.
8. Tenant shall periodically clean all glass surfaces of the Leased Premises, including, without limitation, the exterior and interior partitions of all windows, doors and all other glass. At Tenant's expense, Tenant shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Shopping Center.
9. Tenant shall not solicit business or distribute advertising or promotional material in the common areas of the Shopping Center.
10. Tenant shall not take any action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruptions or dispute, or any interference with the business of Landlord or any other tenant or occupant of the Shopping Center or with the rights and privileges of any

customer or either person(s) lawfully in and upon the Shopping Center, nor shall Tenant cause any impairment or reduction of the good will of the Shopping Center.

11. Tenant shall pay before delinquency all license fees, permit fees and any other charges of a similar nature required in order to lawfully conduct business in the Leased Premises.

12. Tenant shall use the Shopping Center name and logo, as either may be changed from time to time, in referring to the location of the Leased Premises in all newspaper, radio and television or other advertising.

13. Tenant shall store and/or stock in the Leased Premises only such merchandise as Tenant is permitted to offer for sale in the Leased Premises pursuant to the Lease.

14. Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Leased Premises, or utilize any unethical business practices or methods of operation.

15. Tenant shall not perform any act or carry on any practice which may damage, mark or deface the Leased Premises or any other part of the Shopping Center.

16. Tenant shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Shopping Center, except in such manner and in those areas in the Shopping Center as may be approved by Landlord in writing. All such equipment shall have rubber wheels only.

17. Tenant shall not place a load on any floor in the interior delivery system, if any, or in the Leased Premises, or in any area of the Shopping Center, exceeding the floor load that such floor was designed to carry, nor shall Tenant install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.

18. Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Landlord.

19. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others lawfully in or upon the Shopping Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

20. Tenant shall not use or occupy the Leased Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Leased Premises, the Shopping Center and/or the neighborhood in which the Shopping Center is located.

21. Tenant shall not store, display, sell or distribute any alcoholic beverage or any dangerous materials (including without limitation fireworks) unless specifically permitted in the Lease.

22. Tenant shall not use or occupy the Leased Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or Tenant from obtaining at standard rates any insurance required or desired, invalidate or increase the cost to Landlord of any existing insurance, or which may cause structural injury to any building, constitute a public or private nuisance or violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary foreseen or unforeseen) of any governmental public or quasi-public authorities now existing or hereafter created having jurisdiction in the Leased Premises or the Shopping Center. Any

increase in the cost of Landlord's insurance resulting from the type of merchandise sold by Tenant in the Leased Premises or resulting from Tenant's use of the Leased Premises (notwithstanding that such use may be a Permitted Use or that such use may have been consented to by Landlord) shall be paid by Tenant.

23. Tenant shall not operate any coin or token operated vending machine or similar device (including, without limitation, pay telephone, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other merchandise and/or commodities) within the Leased Premises or in any part of the Shopping Center, except in those areas of the Leased Premises designated for the sole and exclusive use of Tenant's employees.

24. Tenant shall not conduct business or any business related activity in the common areas of the Shopping Center.

25. Tenant and its employees shall park in the employee parking areas as designated by Landlord.

26. Tenant shall keep its loading facilities, if any, and the sidewalks immediately adjoining the Leased Premises free from trash, litter and obstructions.

27. Tenant shall not permit any hazardous wastes or materials to be brought into the Leased Premises at any time or permit the release, disposal, dumping or storage of hazardous wastes or materials into the septic tanks, sewers or other waste disposal systems of the Shopping Center or anywhere in the Shopping Center.

28. If Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as Ansil) and shall regularly service such devices (except if otherwise provided by the Lease). If gas is used in the Leased Premises, Tenant shall install at its expense gas cutoff devices (manual and automatic).

29. No credit card signs, advertisements or hand lettered signs shall be placed outside of the Leased Premises. All interior signs visible from the common areas of the Shopping Center and all service door signs shall be professionally prepared and conform to standards of design established by Landlord from time to time for the Shopping Center.

Landlord reserves the right to suspend, supplement or change the Rules and Regulations upon reasonable written notice to Tenant.

GUARANTY AGREEMENT
Del Mar Village

THIS GUARANTY AGREEMENT is made and entered into this 23rd day of April, 2007 in connection with that certain lease of even date herewith (which lease, as may have been modified, amended and/or supplemented in writing, is hereinafter called the "Lease" by and between MS Woolbright Del Mar, LLC, a Delaware limited liability company as "Landlord", and Nino's Italian Restaurant, Inc., a Florida corporation, as "Tenant".

For valuable consideration received, and as an inducement to Landlord to enter into the Lease, the undersigned ("Guarantor") hereby unconditionally guarantees to Landlord (a) the full and timely performance by Tenant of the Lease and all terms and conditions thereof, and (b) the payment by Tenant of the rent and all other sums payable by Tenant under the Lease.

Guarantor agrees that (1) the obligation shall be enforceable against Guarantor without the necessity for any suit or proceedings whatsoever against Tenant, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty Agreement or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; (2) immediately upon each and every Lease breach or default by Tenant, whether before or during the term of the Lease or thereafter (e.g., in any holdover period), without any notice to or demand upon Guarantor, Guarantor will (i) pay to Landlord the sum or sums in arrears, (ii) pay to Landlord all damages, including but not limited to any expenses, costs and fees incurred by Landlord, that may be occasioned by Tenant's nonperformance, and (iii) comply with or perform all terms and conditions of the Lease; (3) no extension, forbearance or leniency extended by Landlord to Tenant shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any Lease breach or default or of any such leniency, forbearance or extension; (4) Landlord and Tenant, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Lease, and Guarantor shall not be wholly or partially released thereby, it being intended that Guarantor shall continue as guarantor with respect to the Lease as so modified, renewed, extended, amended or otherwise affected and notwithstanding any assignment of the Lease or subletting in whole or in part of the premises demised by the Lease nor any holding over by Tenant beyond the term of the Lease.

The obligations of Guarantor herein shall be co-extensive with those of Tenant under the Lease and shall remain in effect as long as Tenant's obligations under the Lease are in effect. This Guaranty Agreement is absolute and unconditioned and shall continue without being affected by any impairment, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Tenant under the Lease, with the same force and effect as if Guarantor were designed in and had executed the Lease as Tenant thereunder.

This Guaranty Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Landlord in exercising any right or remedy under the Lease and/or this Guaranty Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Landlord hereunder and under the Lease shall be cumulative. Until all Tenant's Obligations under the Lease are fully performed, Guarantor waives any rights that it may have against Tenant by reason of Guarantor's compliance with the Guaranty Agreement, and subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

If Guarantor consists of more than one person and/or entity, (a) this Guaranty Agreement shall be binding on all of them jointly and severally, and (b) notice to or from any of them will constitute notice to or from each of them.

Any notice or other communication to Landlord may be addressed to 3200 N. Military Trail, 4th Floor, Boca Raton, FL 33431, or such other address as may be designated by Landlord by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be when it is deposited in an official United States Mail receptacle, postage prepaid.

This Guaranty Agreement, which is to be governed by and construed in accordance with the laws of the State of Florida, shall also bind Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Landlord's successors and assigns and any other person or entity at any time having the rights of Landlord under the Lease.

Guarantor will forthwith pay to Landlord all attorney's fees and disbursements incurred by Landlord in connection with any breach or default by Tenant under the Lease and/or the enforcement of this Guaranty Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts).

Any sums not paid to Landlord when due hereunder will bear interest at the rate of 18% per annum, from the due date until full payment is received by Landlord.

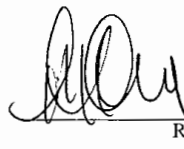
As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor agrees that in any action or proceeding brought on, under or by virtue of this Guaranty Agreement, Guarantor shall and does hereby waive trial by jury and the benefit of any statute of limitations defense, and Guarantor agrees that the applicable courts of Florida may have jurisdiction over Guarantor upon appropriate service on Guarantor anywhere in the United States in a manner in accordance with the laws of Florida. Without limiting the foregoing, Guarantor hereby irrevocably appoints Tenant as Guarantor's agent for service of process related to this Guaranty Agreement.

The Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and Guarantor acknowledges that no agent, representative, salesman or officer of Landlord has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and affect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any Court which may be asked to consider the matter. Notwithstanding anything to the contrary contained herein and provided Tenant has not been in default of the Lease, Guarantor's liability hereunder for monetary defaults under the Lease shall expire upon the fifth (5th) anniversary of the Rent Commencement Date.

GUARANTORS:

Antonio Tribunella


Ross Tornabene

113-36-5363
Social Security #

615-000-47-062-0
Driver's License #

109347314
Social Security #

T 651-720-44-243-0
Driver's License #

Notice Address:
7120 BERACASAWAY
BOCA RATON FL 33433

Notice Address:
7120 BERACASAWAY
BOCA RATON FL 33433

STATE OF FLORIDA
COUNTY OF (Palm Beach) - SS:

The foregoing instrument was acknowledge before me this 10 day of April, 2007, by Antonio Tribunella, who is personally known to me or has produced a Florida driver's license as identification and (has) (has not) taken an oath.

Sign: Laura Bellamy

Print: Laura A Bellamy
Title: Notary Public

(Notarial Seal)

My Commission Expires:
March 1, 2009

STATE OF FLORIDA
COUNTY OF (Palm Beach) - SS:

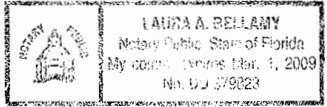
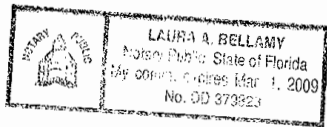
The foregoing instrument was acknowledge before me this 10 day of April, 2007, by Ross Tornabene, who is personally known to me or has produced a Florida driver's license as identification and (has) (has not) taken an oath.

Sign: Laura Bellamy

Print: Laura A Bellamy
Title: Notary Public

(Notarial Seal)

My Commission Expires:
March 1, 2009



NOT A CERTIFIED COPY

Exhibit 2

LEASE EXTENSION AND MODIFICATION AGREEMENT

THIS LEASE EXTENSION AND MODIFICATION AGREEMENT ("Agreement") made this 15th day of June, 2011, by and between FR DEL MAR VILLAGE, LLC, a Delaware limited liability company, by its sole member, FR Florida, Inc., d/b/a FRIT Florida, Inc., a Delaware corporation ("Landlord"), and NINO'S ITALIAN RESTAURANT, INC., a Florida corporation trading as Nino's Italian Restaurant ("Tenant"), and ROSARIO TORNABENE, an individual ("Tornabene" or "Guarantor")

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 23, 2007 (hereinafter referred to as the "Lease"), pursuant to which Tenant is leasing from Landlord approximately three thousand two hundred thirteen (3,213) square feet commonly known as Store #7120 ("Leased Premises"), located at 7016-7166 Beracasa Way, Boca Raton, Florida 33433, in a shopping development known as Del Mar Village ("Shopping Center"); and

WHEREAS, Guarantor (together, jointly and severally, with Antonio Tribunella ("Tribunella")) guaranteed the Lease pursuant to that certain Guaranty dated April 23, 2007; and

WHEREAS, the Term of the Lease expires on March 31, 2012; and

WHEREAS, the parties hereto desire to amend and supplement the Lease, all as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

1) Recitals. Each of the foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.

2) Term. The Term of the Lease shall be extended for a period of five (5) years, commencing on April 1, 2012 and terminating on March 31, 2017 ("Extended Term"), subject to all of the terms, covenants and conditions contained in the Lease as modified hereby. In addition, the parties agree that, from and after the date hereof, the phrase "three (3) renewal options" set forth in the first (1st) sentence of Section 4 of the Lease Rider (Option to Renew at Market Rate) is hereby revised to read "two (2) renewal options."

3) Minimum Rent. Effective April 1, 2012 and throughout the Extended Term, the Minimum Rent payable by Tenant under the Lease shall be as follows:

<u>Rent Period</u>	<u>Annually</u>	<u>Monthly</u>
4/1/2012 to 3/31/2013	\$83,538.00	\$6,961.50
4/1/2013 to 3/31/2014	\$86,751.00	\$7,229.25
4/1/2014 to 3/31/2015	\$89,964.00	\$7,497.00
4/1/2015 to 3/31/2016	\$92,662.92	\$7,721.91
4/1/2016 to 3/31/2017	\$95,458.23	\$7,954.85

All payments shall continue to be paid in the intervals and manner required under the Lease and shall be made payable to Landlord at:

FR DEL MAR VILLAGE, LLC - Property #1940
c/o Federal Realty Investment Trust
P.O. Box 8500-9320
Philadelphia, PA 19178-9320

4) Guarantor/Status of Tribunella. Guarantor hereby expressly agrees that it shall continue to be liable through March 31, 2012 only for the performance of all covenants and conditions of the Lease and any amendments, modifications or renewals of the Lease (including,

specifically, those made hereby) to be performed by Tenant, including, specifically, the payment of Rent and all other charges and payments to be made under the Lease, as modified herein; provided, however, that the parties do hereby acknowledge that the Guaranty shall expire on March 31, 2012. Guarantor joins in the execution hereof to evidence its consent hereto and continuing obligations with regard to the Lease.

Tornabene does hereby represent and warrant that on August 1, 2008, Tribunella did resign as an owner, officer and director of the business being operated from the Leased Premises and ceded his ownership share therein to Tornabene and, thereafter, Tribunella's whereabouts became unknown to Tornabene and, accordingly, Tribunella's signature has not been procured for the purposes of effectuating this Agreement. Further, accordingly, Tornabene agrees to indemnify, defend and hold Landlord harmless from and against any claims, actions, costs (including attorneys' fees) or damages of any type or nature in conjunction with (i) this Agreement, and/or (ii) the absence of Tribunella's signature hereon.

5) Additions/Deletions, Modifications.

A. The last paragraph of Section 11.6 of the Lease is hereby deleted in its entirety.

B. The following sentences of Section 11.7 of the Lease are hereby deleted in their entirety:

"In addition to the foregoing, Landlord shall have the absolute right to terminate this Lease and remove Tenant from occupancy thereof, upon not less than six (6) months written notice to Tenant, at any time during the Term, for purposes of remodeling, redeveloping or demolishing the Shopping Center. This right reserved by Landlord shall not be impaired or affected by any subsequent change in any Law applicable to this Lease."

C. The first sentence of Section 11.22 of the Lease shall be replaced with the following, and the attached Exhibit F shall be incorporated into the Lease:

"Notwithstanding anything to the contrary contained herein, Landlord shall have the right, at any time upon thirty (30) days written notice to Tenant, to relocate Tenant from the Leased Premises into another space in the Shopping Center, within the Acceptable Relocation Zone shown on the attached Exhibit F (the "New Leased Premises")."

D. The following phrase from Section 2 (Exclusive Use) of the Lease Rider shall be deleted in its entirety:

"(including the tenant operating under the tradename "Pizza Fusion" as of the date of the Lease, provided however, they shall not have more than twenty (20) seats or modify their concept from being an organic based menu)"

E. The parties hereby correct a scrivener's error regarding the spelling of Tornabene's first name from "Ross" (incorrect spelling) to "Rosario" (correct spelling).

4/11
worneth (2011)
6) Landlord Work. At Tenant's election, which election shall be made not later than the tenth (10th) day following the full execution and delivery of this Lease, Landlord will either (i) replace the HVAC unit currently serving the Leased Premises (the "HVAC Replacement") which, if so elected, will be commenced within thirty (30) days following the later to occur of the (a) full execution and delivery of this Agreement, and (b) Tenant's election, or (ii) reimburse Tenant for the cost of performing the HVAC Replacement itself, provided Tenant (a) performs the HVAC Replacement (I) within thirty (30) days following the full execution and delivery of this Lease, and (II) in accordance with plans and specifications (including the unit make and model) approved in advance by Landlord (and after reviewing Landlord's roofing warranty), and (b) obtains Landlord's approval on the total estimated cost prior to having the HVAC Replacement performed. Reimbursement shall be made within thirty (30) days of Landlord's receipt of Tenant's request therefor, accompanied by lien waivers and paid invoices, and shall in no event exceed a maximum of Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$16,750.00). All maintenance, repair and replacement of the HVAC unit following any such replacement shall be by Tenant and at Tenant's sole cost and expense. Furthermore, in the event that Tenant fails to timely make the election set forth in the first sentence of this Paragraph,

Tenant, at Landlord's option, shall be deemed to have elected that Landlord perform the HVAC Replacement.

7) Statements of Gross Sales. Within twenty (20) days after the end of each March, June, September and December, Tenant shall deliver to Landlord a statement, in the form of Exhibit A, certified by Tenant and setting forth the amount of Gross Sales made during such quarter. "Gross Sales" means the actual prices charged, whether for cash or on credit, for all sales by Tenant and any sublessees, concessionaires and/or licensees from the Leased Premises, including catalog, electronic and telephone sales and orders taken in or from the Leased Premises but filled elsewhere.

8) Defined Terms. Terms that are defined in the Lease shall have the same meanings when such terms are used in this Agreement.

9) Time is of the Essence. Time is of the essence with respect to each and every obligation arising under this Agreement and the Lease.

10) Binding Effect. All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

11) Confirmation of Terms. All of the terms, covenants and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect, and are hereby adopted and reaffirmed by the parties hereto.

12) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Moreover, signatures received by facsimile or portable document format shall be deemed effective for the purposes of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date set forth above.

WITNESS:

[Signature]
[Signature]

LANDLORD:
FR DEL MAR VILLAGE, LLC, a Delaware limited liability company, by its sole member, FR Florida, Inc., d/b/a FRIT Florida, Inc., a Delaware corporation

By: *[Signature]*
Name: Deborah A. Colson
Title: Vice President-Legal Operations

WITNESS:

[Signature]
[Signature]

TENANT:
NINO'S ITALIAN RESTAURANT, INC., a Florida corporation

By: *[Signature]*
Name: Rosario Tornabene
Title: MGR.

WITNESS:

[Signature]
[Signature]

GUARANTOR:
ROSARIO TORNABENE, an individual

By: *[Signature]*
Name: Rosario Tornabene

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date set forth above.

WITNESS:

LANDLORD:

FR DEL MAR VILLAGE, LLC, a Delaware limited liability company, by its sole member, FR Florida, Inc., d/b/a FRIT Florida, Inc., a Delaware corporation

By: _____
Name: Deborah A. Colson
Title: Vice President-Legal Operations

WITNESS:

TENANT:

NINO'S ITALIAN RESTAURANT, INC., a Florida corporation

Rosario Tornabene
[Signature]

By: *[Signature]*
Name: Rosario Tornabene
Title: RES

WITNESS:

GUARANTOR:

ROSARIO TORNABENE, an individual

Rosario Tornabene
[Signature]

By: *[Signature]*
Name: Rosario Tornabene

NOT A CERTIFIED COPY

EXHIBIT A
GROSS SALES STATEMENT FORM

Please mail to:

FR DEL MAR VILLAGE, LLC
c/o Federal Realty Investment Trust
ATTN: Sylvia Korzan, Senior Sales Analyst
1626 East Jefferson Street
Rockville, MD 20852-4041

Phone: (301) 998-8261
Fax: (301) 998-3719
Email: salesreporting@federalrealty.com

Tenant Name: Nino's Italian Restaurant, Inc.

Shopping Center: Del Mar Village Shopping Center

Date: _____

I hereby certify that, to the best of my knowledge, Gross Sales as defined in the Lease for the above location are as follows:

Quarter ending: _____

Sales Amount: _____

Signature: _____


Name and Title (print): _____

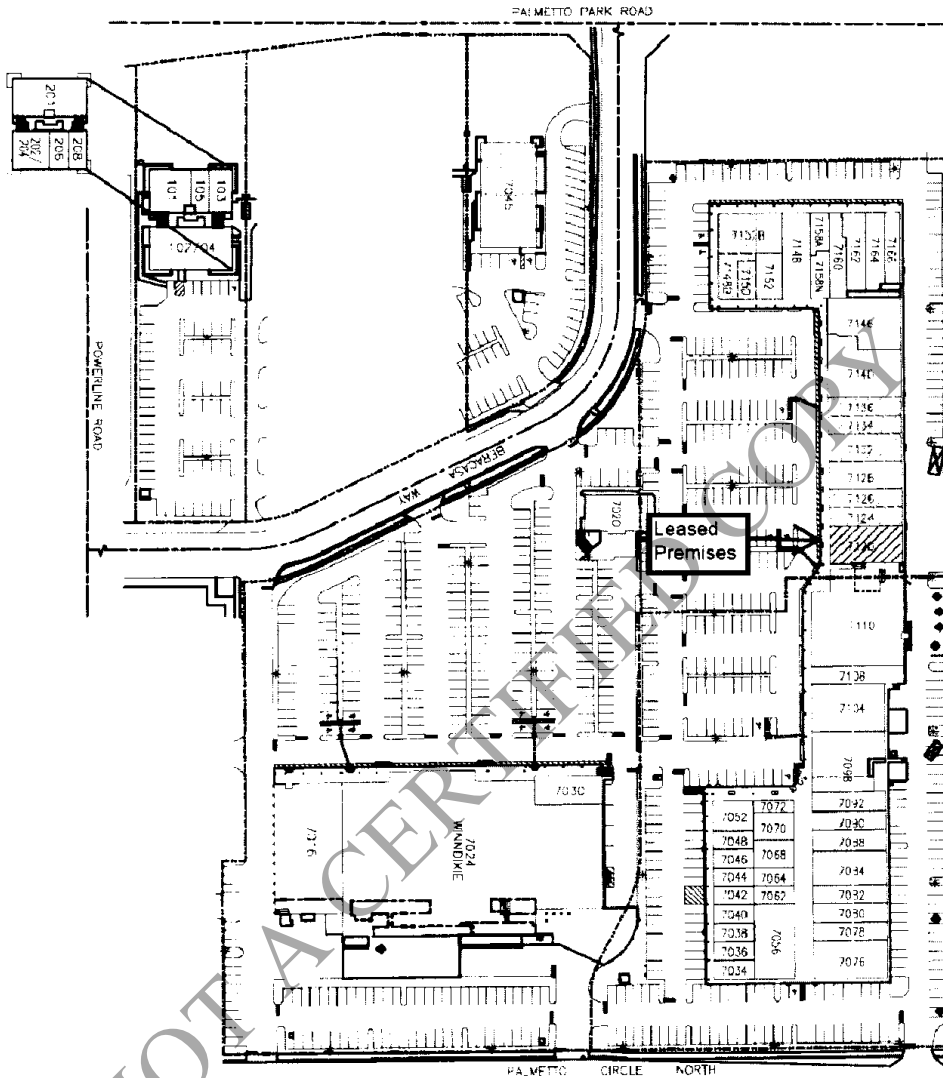
Phone No.: _____

E-mail: _____


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EXHIBIT F

 = Acceptable Relocation Zone



Disclaimer.
 The parties acknowledge that this Plan is for identification purposes only and does not constitute the covenant, representation, or warranty by landlord that any building or fixtures conditions shown, exists, or that, if they do exist, will continue to exist through out all or any part of the Lease term, except to the extent such covenant, representation or warranty is expressly set forth in the Lease.

<p>FEDERAL REALTY INVESTMENT TRUST 1626 East Jefferson Street Rockville, Maryland 20852 (301) 998-8100</p>	<p>project DEL MAR VILLAGE BOCA RATON, FLORIDA</p>	<p>revised 03-27-09 04-30-09 12-24-09</p> <p>LEASE PLAN drawn GLL property no. 194-1940</p> <p>date 06/19/08</p> 
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NOT A CERTIFIED COPY

Exhibit 3

STATE OF FLORIDA
COUNTY OF PALM BEACH

SECOND LEASE EXTENSION AND MODIFICATION AGREEMENT

THIS SECOND LEASE EXTENSION AND MODIFICATION AGREEMENT ("Agreement") made this 8th day of JULY, 2016, by and between FR FLORIDA, INC., d/b/a FRIT Florida, Inc., a Delaware corporation, successor-in-interest to MS Woolbright Del Mar, LLC, a Delaware limited liability company ("Landlord"), and NINO'S ITALIAN RESTAURANT, INC., a Florida corporation, trading as Nino's Italian Restaurant ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 23, 2007, as amended by a Lease Extension and Modification Agreement dated June 15, 2011 (the "2011 LEMA") (hereinafter collectively referred to as the "Lease"), pursuant to which Tenant leased from Landlord approximately three thousand two hundred thirteen (3,213) square feet commonly known as Store #7120 ("Leased Premises"), located at 7016-7166 Beracasa Way, Boca Raton, Florida 33433, in a shopping development known as Del Mar Village ("Shopping Center"); and

WHEREAS, the term of the Lease expires on March 31, 2017; and

WHEREAS, Tenant had an option to extend the term of the Lease for two (2) additional periods of five (5) years pursuant to the terms and provisions of Section 4 of the Lease Rider of the Lease and Paragraph 2 of the 2011 LEMA ("Option to Extend"); and

WHEREAS, Tenant did not timely exercise its second Option to Extend and Tenant's right to extend the term of the Lease has expired; and

WHEREAS, the parties hereto desire to amend and supplement the Lease, all as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

- 1) Recitals. Each of the foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.
- 2) Term. The term of the Lease shall be extended for a period of six (6) years, commencing on April 1, 2017 and terminating on March 31, 2023 ("Second Extended Term"), subject to all of the terms, covenants and conditions contained in the Lease as modified hereby. The Option to Extend shall be deemed null and void and Section 4 of the Lease Rider of the Lease shall be deleted in its entirety.
- 3) Minimum Rent. Effective April 1, 2017 and throughout the Second Extended Term, the Minimum Rent payable by Tenant under the Lease shall be as follows:

<u>Rent Period</u>	<u>Annually</u>	<u>Monthly</u>
4/01/2017 to 3/31/2018	\$100,406.25	\$8,367.19
4/01/2018 to 3/31/2019	\$103,426.47	\$8,618.87
4/01/2019 to 3/31/2020	\$106,543.08	\$8,878.59
4/01/2020 to 3/31/2021	\$109,723.95	\$9,143.66
4/01/2021 to 3/31/2022	\$113,001.21	\$9,416.77
4/01/2022 to 3/31/2023	\$116,406.99	\$9,700.58

Tenant shall continue to make all payments of rent in accordance with the provisions of the Lease, and shall pay all rent to the following address:

FR FLORIDA, INC. - Property #1940
c/o Federal Realty Investment Trust
Lockbox #9320
P.O. Box 8500
Philadelphia, PA 19178-9320

4) Landlord's HVAC Work. Landlord, at its sole cost and expense within thirty (30) days from the date of this Agreement, shall replace one five (5) ton HVAC unit serving the Leased Premises with a new unit of comparable capacity, to include replacing the coils, compressors, fan motors, and other major components.

5) Grease Trap. Notwithstanding anything to the contrary contained in the Lease, in order to eliminate the problem of sewer back-ups and health hazards, Tenant shall establish a quarterly cleaning program with respect to the grease traps and a bi-annual cleaning program with respect to the rooftop grease guard system(s) in the Leased Premises, and a record of all such cleanings shall be presented to Landlord's property manager. In addition to the cleaning of the grease traps, Tenant shall use "Cloroben PT" or a similar type of chemical in all drain lines, in accordance with the manufacturer's recommendations, to help dissolve any grease build-up. Further, a regular and periodic extermination program shall be instituted. Tenant shall provide Landlord with copies of its cleaning contract for its grease traps and its extermination contracts upon execution of this Agreement.

In addition, Tenant shall at its expense: (i) have the filters in the hoods to the food processing exhaust systems removed weekly and washed; (ii) have the hoods scraped and cleaned a minimum of once every four (4) months, a record of such cleaning to be presented to Landlord's property manager; and (iii) if gas is used in the Leased Premises, install a proper gas cut-off valve in the Leased Premises, if not already installed.

6) Kitchen Hood Contingency. Landlord's execution of this Agreement is contingent upon receipt of the following: (a) a paid invoice evidencing cleaning of the kitchen hood exhaust that leads to the roof; (b) copies of the cleaning and maintenance contracts and records as set forth in Paragraph 5 above; and (c) a paid invoice evidencing repair of the HVAC condensate line to correct the pooling of water on the roof.

7) Pylon Sign. Effective as of the date of this Agreement, and provided Tenant is open and operating, Tenant may display a sign on one side of Landlord's pylon located on Powerline Road, provided Landlord allows a multiple display of tenant signs on the Powerline Road pylon. In such event, Tenant agrees (i) its sign shall comply with Landlord's pylon sign criteria, (ii) to maintain its sign in good order and condition throughout the term of the Lease, and (iii) to pay for all costs of designing, installing, and lighting its pylon sign. Tenant shall not have the right to display a sign on the Powerline Road pylon if Landlord does not allow a multiple display of tenant signs on the Powerline Road pylon. Furthermore,

Landlord, in its sole and absolute discretion, shall have the right to replace and/or relocate the pylon structure.

8) Defined Terms. Terms that are defined in the Lease shall have the same meanings when such terms are used in this Agreement.

9) Time is of the Essence. Time is of the essence with respect to each and every obligation arising under this Agreement and the Lease.

10) Binding Effect. All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

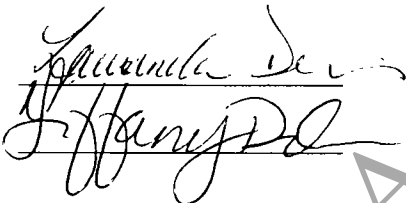
11) Confirmation of Terms. All of the terms, covenants and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect, and are hereby adopted and reaffirmed by the parties hereto.


12) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Moreover, signatures received by facsimile or portable document format shall be deemed effective for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date set forth above.

WITNESS:

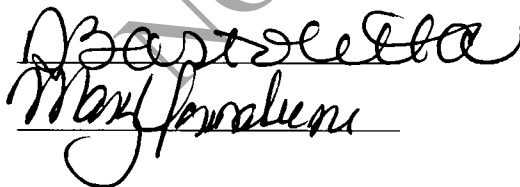
LANDLORD:
FR Florida, Inc., d/b/a FRIT Florida, Inc., a Delaware corporation

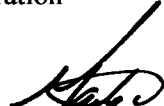


By: 
Name: Deborah A. Colson
Title: Vice President-Legal Operations

WITNESS:

TENANT:
NINO'S ITALIAN RESTAURANT, INC., a Florida corporation



By: 
Name: Mark Tornabene
Title: V.P.

NOT A CERTIFIED COPY

Exhibit 4

STATE OF FLORIDA
COUNTY OF PALM BEACH

LEASE MODIFICATION AGREEMENT

THIS LEASE MODIFICATION AGREEMENT ("Agreement") made this 21st day of November, 2016, by and between FR Florida, Inc., d/b/a FRIT Florida, Inc., a Delaware corporation, successor-in-interest to MS Woolbright Del Mar, LLC, a Delaware limited liability company ("Landlord"), and NINO'S ITALIAN RESTAURANT, INC., a Florida corporation, trading as Nino's Italian Restaurant ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 23, 2007, as amended by a Lease Extension and Modification Agreement dated June 15, 2011, and by a Second Lease Extension and Modification Agreement dated August 8, 2016 (hereinafter collectively referred to as the "Lease"), pursuant to which Tenant leased from Landlord approximately three thousand two hundred thirteen (3,213) square feet commonly known as Store #7120 ("Leased Premises"), located at 7016-7166 Beracasa Way, Boca Raton, Florida 33433, in a shopping development known as Del Mar Village ("Shopping Center"); and

WHEREAS, the Term of the Lease expires on March 31, 2023; and

WHEREAS, the parties hereto desire to amend and supplement the Lease, all as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

1) Recitals. Each of the foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.

2) Tenant's HVAC Work. Tenant, at its sole cost and expense, within sixty (60) days from the date of this Agreement, shall replace the fifteen (15) year old five (5) ton HVAC unit serving the Leased Premises with a new unit of comparable capacity, to include replacing the coils, compressors, fan motors and other major components ("Tenant's HVAC Work"). Tenant shall use an HVAC contractor licensed and insured in the State of Florida.

In consideration of Tenant performing Tenant's HVAC Work, Landlord agrees to reimburse Tenant for the actual costs incurred by Tenant to perform Tenant's HVAC Work, up to the sum of Eight Thousand Eight Hundred Sixty and 00/100 Dollars (\$8,860.00) ("Construction Allowance"). Provided Tenant is not in default at the time the payment is due, Landlord shall pay the Construction Allowance to Tenant within thirty (30) days after the date Tenant submits copies of paid invoices evidencing Tenant's actual costs to perform Tenant's HVAC Work, as well as final lien waivers from contractors performing Tenant's HVAC Work.

3) Tenant's Storefront Work. Tenant, at its sole cost and expense and within ninety (90) days from the date of this Agreement, shall remove all neon signs (other than Tenant's "open" sign), remove the curtains in Tenant's storefront windows, and install new window graphics (collectively, "Tenant's Storefront Work"). Tenant's Storefront Work shall be performed in accordance with the provisions of Section 7.2 of the Lease and pursuant to plans and specifications approved in writing by Landlord.

4) Arrearage. Tenant hereby acknowledges and agrees that as of October 19, 2016, there is an existing Rent arrearage due under the Lease in the amount of Six Hundred Seventy-Eight and 46/100 Dollars (\$678.46) ("Arrearage"). Tenant agrees to pay this Arrearage on or before December 1, 2016.

5) Defined Terms. Terms that are defined in the Lease shall have the same meanings when such terms are used in this Agreement.

6) Time is of the Essence. Time is of the essence with respect to each and every obligation arising under this Agreement and the Lease.

7) Binding Effect. All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

8) Confirmation of Terms. All of the terms, covenants and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect, and are hereby adopted and reaffirmed by the parties hereto.

9) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Moreover, signatures received by facsimile or portable document format shall be deemed effective for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date set forth above.

WITNESS:

[Signature]

LANDLORD:
FR Florida, Inc., d/b/a FRIT Florida, Inc., a Delaware corporation

By: [Signature]
Name: Deborah A. Colson
Title: Vice President-Legal Operations

WITNESS:

[Signature]
[Signature]

TENANT:
NINO'S ITALIAN RESTAURANT, INC., a Florida corporation

By: [Signature]
Name: Mark Tornabene
Title: V.P.

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Exhibit 5

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIRD LEASE EXTENSION AND MODIFICATION AGREEMENT

THIS THIRD LEASE EXTENSION AND MODIFICATION AGREEMENT (“Agreement”) made effective March 28, 2023, by and between FRIT Florida, LLC, a Delaware limited liability company (“Landlord”), and NINO’S ITALIAN RESTAURANT, INC., a Florida corporation, trading as Nino’s Italian Restaurant (“Tenant”).

W I T N E S S E T H :

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 23, 2007, as amended by a Lease Extension and Modification Agreement dated June 15, 2011, and by a Second Lease Extension and Modification Agreement dated August 8, 2016, and by a Lease Modification Agreement dated November 21, 2016, and by a Lease Modification Agreement dated June 17, 2021 (hereinafter collectively referred to as the “Lease”), pursuant to which Tenant leased from Landlord approximately three thousand two hundred thirteen (3,213) square feet commonly known as Store #7120 (“Leased Premises”), located in a shopping development known as Del Mar Village (“Shopping Center”); and

WHEREAS, the Term of the Lease expires on March 31, 2023; and

WHEREAS, the parties hereto desire to amend and supplement the Lease, all as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

- 1) Recitals. Each of the foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.
- 2) Term. The Term of the Lease shall be extended for a period of two (2) years, commencing on April 1, 2023 and terminating on March 31, 2025 (“Third Extended Term”), subject to all of the terms, covenants and conditions contained in the Lease as modified hereby.
- 3) Minimum Rent. Commencing on April 1, 2023 and continuing for the Third Extended Term, in lieu of monthly Minimum Rent and Tenant’s Proportionate Share of Operating Expenses, Tenant shall pay an amount (“Alternate Rent”) equal to the greater of (i) the Monthly Floor Rent (as set forth below), or (ii) ten percent (10%) of Tenant’s Gross Sales for each calendar month. Notwithstanding the foregoing, the monthly Alternate Rent shall be capped at, and shall not exceed, the Monthly Cap (as set forth below).

<u>Rent Period</u>	<u>Monthly Floor Rent</u>	<u>Monthly Cap</u>
April 1, 2023 – March 30, 2024	\$10,921.53	\$15,000.00
April 1, 2024 – March 30, 2025	\$11,358.38	\$15,000.00

MT

Tenant shall continue to pay Tax Rent and all Palm Beach County sales and surtaxes on the Alternate Rent and Tax Rent. The Alternate Rent shall be payable monthly, in arrears, within fifteen (15) days of the end of each calendar month. Concurrently with such payments Tenant shall deliver to Landlord a copy of Tenant’s monthly written statement of Gross Sales.

All payments of Rent shall continue to be paid in the intervals and manner required under the Lease and shall be made payable to Landlord at:

FRIT Florida, LLC - Property #1940
c/o FEDERAL REALTY OP LP
Lockbox #9320
P.O. Box 8500
Philadelphia, PA 19178-9320

4) Credits. Any credits currently existing on Tenant's account or which are subsequently posted to Tenant's account (e.g., as a result of a reconciliation of Taxes) will be applied immediately to payment of the Rent and other charges owed under the Lease (first to payments of Rent that are past due and then to payments of Rent coming due) notwithstanding any other provision in the Lease.

5) Landlord's Notice Address. Landlord's Notice Address as defined in Section 1.1.(o) of the Lease is amended to be:

FRIT Florida, LLC
c/o Federal Realty OP LP
909 Rose Avenue
Suite #200
North Bethesda, MD 20852
Attention: Legal Department

6) Applicable Law and Attorneys' Fees. Section 11.25 of the Lease is hereby amended by adding the following:

"Notwithstanding the entry of any judgment related to this Lease, this Section 11.25 shall not be merged with such judgment, but shall survive the entry of such judgment and shall continue to be binding and conclusive on the parties for all time. Post-judgment attorneys' fees and costs related to the enforcement of any such judgment shall be recoverable in the same or a separate action."

7) Utilities. As of the Effective Date, Section 2.4 of the Lease is hereby amended by adding the following:

"Tenant shall submit to Landlord such data with respect to Tenant's consumption of electricity, gas, water and other utilities in the Leased Premises, in such format as Landlord may reasonably request within thirty (30) days after Landlord's request for such information."

For purposes of clarity, Tenant shall not be required to provide such consumption information for any periods prior to the Effective Date.

8) Defined Terms. Terms that are defined in the Lease shall have the same meanings when such terms are used in this Agreement.

9) Time is of the Essence. Time is of the essence with respect to each and every obligation arising under this Agreement and the Lease.

10) Binding Effect. All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

11) Confirmation of Terms. All of the terms, covenants and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect, and are hereby adopted and reaffirmed by the parties hereto.

12) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Moreover, signatures received by facsimile or portable document format shall be deemed effective for the purposes of this Agreement.

{SIGNATURE PAGE TO FOLLOW}

MT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date set forth above.

LANDLORD:

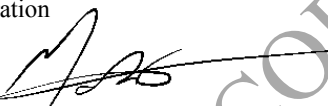
FRIT Florida, LLC, a Delaware limited liability company

By: FEDERAL REALTY OP LP, a Delaware limited partnership, as owner or authorized agent

By: Deborah A. Colson ED
Name: Deborah A. Colson
Title: Senior Vice President-Legal Operations

TENANT:

NINO'S ITALIAN RESTAURANT, INC., a Florida corporation

By: 
Name: Marco Tornabene
Title: President

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Certificate Of Completion

Envelope Id: FE7D68DBA3A248A29B7E19D06385B5B2	Status: Completed
Subject: Complete with DocuSign: Nino's Italian Restaurant 3rd LEMA 2023 (Final) TE.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Charles Cummins
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	909 Rose Ave, Suite 200
	N. Bethesda, MD 20852
	CCummins@federalrealty.com
	IP Address: 208.35.29.22

Record Tracking

Status: Original	Holder: Charles Cummins	Location: DocuSign
3/27/2023 11:57:15 AM	CCummins@federalrealty.com	

Signer Events

Signature	Timestamp
Emily Duffield EDuffield@federalrealty.com Security Level: Email, Account Authentication (None), Authentication 	Sent: 3/27/2023 12:23:38 PM Viewed: 3/28/2023 11:37:33 AM Signed: 3/28/2023 11:37:37 AM
Signature Adoption: Pre-selected Style Using IP Address: 208.35.29.22	

Authentication Details

SMS Auth:
 Transaction: 1d42387f-b32d-45e7-ba2a-2f88e273c595
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 3/28/2023 11:37:28 AM
 Phone: +1 610-639-5037

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 6:45:24 AM
 ID: 326c2ff9-1df9-44a8-af6b-58efbb7cc0a4

Deborah A. Colson
 dcolson@federalrealty.com
 Senior Vice President - Legal Operations
 Security Level: Email, Account Authentication (None), Authentication

Deborah A. Colson

Sent: 3/28/2023 11:37:38 AM
 Viewed: 3/28/2023 11:38:46 AM
 Signed: 3/28/2023 11:39:05 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 208.35.29.22

Authentication Details

SMS Auth:
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 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 3/28/2023 11:38:40 AM
 Phone: +1 410-707-5485

Electronic Record and Signature Disclosure:

Accepted: 3/28/2023 11:38:46 AM
 ID: e72efee7-f099-414f-b813-43fa11707a93

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2023 12:23:38 PM
Certified Delivered	Security Checked	3/28/2023 11:38:46 AM
Signing Complete	Security Checked	3/28/2023 11:39:05 AM
Completed	Security Checked	3/28/2023 11:39:05 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Federal Realty Investment Trust (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Federal Realty Investment Trust:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jnicholson@federalrealty.com

To advise Federal Realty Investment Trust of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jnicholson@federalrealty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Federal Realty Investment Trust

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jnicholson@federalrealty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Federal Realty Investment Trust

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jnicholson@federalrealty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Federal Realty Investment Trust as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Federal Realty Investment Trust during the course of my relationship with you.

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Exhibit 6



MCKENNA, MCCAUSLAND
& MURPHY, P.A.
LITIGATIONADVOCATES.COM

October 4, 2023

Via USPS Priority Mail
To: Nino's Italian Restaurant, Inc.
c/o Mark Tornabene
7120 Beracasa Way
Boca Raton, FL 33433

Via USPS Priority Mail
Nino's Italian Restaurant, Inc.
10831 SW 30th Place
Davie, FL 33328

NOTICE OF DEFAULT

Nino's Italian Restaurant, Inc., as Tenant, is hereby notified that it has failed to pay certain of its Rent for the Premises located at and known as *Del Mar Village, 7120 Beracasa Way, Boca Raton, FL 33433* (the "Premises"), which Tenant occupies pursuant to a written Lease Agreement, as modified.

Tenant's payment of its Rent is due by no later than the 1st day of each month. A detailed description of the specific Rent charges that are presently due and owing is hereto attached as Exhibit "1."

DEMAND is hereby made upon Tenant for payment in the amount of **\$26,508.62** or for possession of the Premises within **eight (8) days** from the date of delivery of this Notice to Tenant. Payment must be made in full, payable to FRIT Florida, LLC, and delivered to:

Lockbox Services 9320
c/o Federal Realty Investment Trust
Lockbox # 9320
Wells Fargo Bank
MAC Y1372-045
401 Market Street
Philadelphia, PA 19106

Please be advised that this Notice of Default is being given to Tenant pursuant to its Lease Agreement, as modified, and Florida Statutes §83.20 and §83.21.

PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,

Christine McKenna, Esq.,
Legal Counsel for Landlord, FRIT Florida, LLC
CJM/slf
Enc.

Exhibit "1"

10/04/2023

Lease Number * 2685 1 Nino's Italian Restaurant
 Tenant Number 237472 Nino's Italian Restaurant
 Business Unit 19401101 Del Mar Village
 Lease End Date 03/31/2025 Lease Actual Out Date

Invoice Date	Remark	Gross Amount	Open Amount	Due Date
06/21/2023	June 2023 Late Fees	\$ 500.00	\$ 500.00	06/21/2023
08/21/2023	August 2023 Late Fees	\$ 699.52	\$ 699.52	08/21/2023
08/30/2023	Lockbox	\$ (13,303.29)	\$ (233.56)	08/30/2023
09/01/2023	0923 - Minimum Rent Retail	\$ 10,921.53	\$ 10,921.53	09/01/2023
09/01/2023	0923 - RE Tax Estimates	\$ 1,070.33	\$ 1,070.33	09/01/2023
09/01/2023	0923 - Sales Tax - Del Mar	\$ 58.87	\$ 58.87	09/01/2023
09/01/2023	0923 - Sales Tax - Del Mar	\$ 600.68	\$ 600.68	09/01/2023
09/01/2023	0923 - Sales Tax - Del Mar	\$ 10.70	\$ 10.70	09/01/2023
09/01/2023	0923 - Sales Tax - Del Mar	\$ 109.22	\$ 109.22	09/01/2023
10/01/2023	1023 - Minimum Rent Retail	\$ 10,921.53	\$ 10,921.53	10/01/2023
10/01/2023	1023 - RE Tax Estimates	\$ 1,070.33	\$ 1,070.33	10/01/2023
10/01/2023	1023 - Sales Tax - Del Mar	\$ 58.87	\$ 58.87	10/01/2023
10/01/2023	1023 - Sales Tax - Del Mar	\$ 600.68	\$ 600.68	10/01/2023
10/01/2023	1023 - Sales Tax - Del Mar	\$ 10.70	\$ 10.70	10/01/2023
10/01/2023	1023 - Sales Tax - Del Mar	\$ 109.22	\$ 109.22	10/01/2023
		\$ 13,438.89	\$ 26,508.62	

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