

IN THE CIVIL COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

INVESTMENTS LIMITED,

Plaintiff,

CIVIL DIVISION -
CASE NO.

v.

ONE 11 BOCA, LLC a Florida limited liability
company,

Defendants.
_____ /

COMPLAINT

COMES NOW, Plaintiff, INVESTMENTS LIMITED, sues Defendants, ONE BOCA 11, LLC, a Florida limited liability company, for possession of the premises and breach of contract, as set forth below and alleges as follows:

1. This is an action for eviction of tenants from commercial property located at **111 SE Mizner Boulevard, Royal Palm Place 9, Boca Raton, FL 33432**, and the amount in controversy is more than \$50,000.00. Therefore, it is within the jurisdiction of this Honorable Court, and the Plaintiff is entitled to summary procedures in accordance with Florida Statutes Section 51.011.

2. Plaintiff is authorized and registered to do business in Palm Beach County, Florida.

3. Upon our information and belief Defendant, **ONE 11 BOCA, LLC**, a Florida Limited Liability Company, is authorized, and registered to do business in Palm Beach County, Florida.

4. Plaintiff is Agent for the property owner of the real property located at **111 SE Mizner Boulevard, Royal Palm Place 9, Boca Raton, FL 33432** (hereinafter referred to as the "Premises") and is authorized to commence this action.

5. On or about **November 1, 2019**, Plaintiff's Agent, INVESTMENTS LIMITED, and Defendants entered into a Commercial Lease Agreement (hereinafter referred to as the "Lease") for the Premises. The term of the Lease was for a period of five (5) years, beginning on **November 1, 2019**, and ending on **October 31, 2024**. A true and correct copy of the Lease is attached hereto and included herein as Plaintiff's Exhibit "A". Then, on or about **November 3, 2021** Plaintiff's Agent, INVESTMENTS LIMITED, and Defendants entered into an amended Lease Agreement (hereinafter referred to as the "Amendment"). A true and correct copy of the Amendment is attached hereto and included herein as Plaintiff's Exhibit "B".

6. The Defendant, **ONE 11 BOCA**, a Florida Limited Liability Company, is in possession of the Premises.

7. Pursuant to the Lease, the Defendants are obligated to pay the Plaintiff an aggregate of **\$11,500.01** per month, which includes tax and additional rent.

COUNT I - EVICTION

8. Plaintiff reaffirms and realleges the allegations contained in paragraphs 1-7 and further states.
9. The Defendants have failed and refused to pay the full amount of rent due for the premises on a timely basis and owe the Plaintiff **\$82,492.95** for rent arrearages through the date hereof.
10. The Defendants' failure to pay the monthly payments in full as the same became due constitutes a material breach of the Lease between the parties.
11. On or about **December 8, 2023**, Defendants were mailed a copy of a Notice to Pay Rent or Deliver Possession upon Plaintiff (hereinafter referred to as the "Notice"). The Notice contained a disclaimer which stated that it may not include amounts due for back rents. A true and correct copy of said Notice is attached hereto and included herein as Plaintiff's Exhibit "C".
12. Despite the demand therefore, Defendants have failed and refused to either pay Plaintiff or deliver possession of the premises pursuant to the Notice.
13. Rent is accruing during the pendency of this action and the Plaintiff is suing for all amounts due and unpaid by Defendants, including, but not limited to rent, late fees, interest, sales tax, common area maintenance charges and the like.
14. All conditions precedent to the filing of this action have been performed, waived, or otherwise satisfied.
15. Plaintiff retained the undersigned counsel to protect its interest in the Premises and pursue the instant action.
16. The Plaintiff is obligated to pay attorney's fees in connection with this matter.
17. Pursuant to the Lease, Defendants are obligated to pay Plaintiff's reasonable attorney's fees in connection with this action.
18. Plaintiff is entitled to an award of costs pursuant to Fla. Stat. 83 et seq.

WHEREFORE, Plaintiff demands judgment against Defendant, **ONE 11 BOCA**, a Florida limited liability company, for the possession of the real property as identified above, issuance of a Writ of Possession, damages, reasonable attorney's fees, costs and any and all other and further relief as this Honorable Court deems just and proper.

COUNT II - BREACH OF CONTRACT

19. Plaintiff reaffirms and realleges the allegations contained in paragraphs 1-7 and further states.
20. The parties established a contractual relationship upon the execution of the Lease on or about **November 1, 2019**, (see Plaintiff's Exhibit "A").

21. The Defendants maintained a duty to perform in accordance with the terms of the Lease.
22. The Defendants breached the Lease given the fact that the Defendants owe the Plaintiff **\$82,492.95** for rent arrearages through the date hereof.
23. Pursuant to the Lease the Plaintiff is entitled to accelerate the payment of the monthly rental obligations for the remaining term of the lease and declare the entire balance of the rent due and payable.
24. As a direct result of the Defendants' breach of the Lease, the Plaintiff suffered damages.
25. The Plaintiff has engaged the undersigned counsel to represent it in this action and has agreed to pay its counsel reasonable attorney's fees for its services.
26. Pursuant to Fla. Stat. § 83 et seq. and the Lease, the Plaintiff is entitled to a recovery of attorney's fees and costs of litigation.
27. All conditions precedent to the filing of this action have been performed, waived, or otherwise satisfied.

WHEREFORE, Plaintiff demands judgment for damages against Defendants, ONE BOCA 11, LLC, a Florida limited liability company, for unpaid rent arrearages in the amount of **\$82,492.95**, plus any unpaid late fees, unpaid sales tax, future rents, pre-judgment interests, post judgment interest, reasonable attorney's fees, and costs incurred in bringing this action, and for any other and further relief as this Court deems just and proper.

Dated this 18th day of December, 2023

Respectfully Submitted,
Attorney for the Plaintiff

/s/ Jason M. Lazar

Jason M. Lazar, Esq.
FBN: 14489
215 N. Federal Highway
Boca Raton, FL 33432
Telephone: (561) 392-8920
jlazar@investmentslimited.com

EX "A"

COMMERCIAL LEASE AGREEMENT
BETWEEN
INVESTMENTS LIMITED
AS AGENT FOR THE PROPERTY OWNER
AS LANDLORD
AND
ONE 11 BOCA, LLC
AS TENANT
FOR COMMERCIAL SPACE LOCATED WITHIN
ROYAL PALM PLACE,
BOCA RATON, FLORIDA

Tenant's Initials: _____

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COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this ____ day of October, 2019 (the "Effective Date"), by and between INVESTMENTS LIMITED as agent for the property owner (the "Landlord"), and ONE 11 BOCA, LLC, a Florida limited liability company (the "Tenant").

1. THE PREMISES AND TERM.

A. Initial Term. Landlord, for and in consideration of the rents hereinafter reserved and of the covenants, agreements and conditions hereinafter set forth, to be kept and performed on the part of Tenant, hereby leases to Tenant, and Tenant hereby rents and leases from Landlord a portion of the building known as and located at 111-187 SE Mizner Boulevard, Boca Raton, FL 33432 (the "Building") deemed to be 2,800 rentable square feet in size (the "Floor Area"), as outlined on the floor plans attached hereto and made a part hereof as Exhibit "A", and located in *ROYAL PALM PLACE*, as more particularly described on Exhibit "B", and on which is situated the Building and the Parking Areas (the "Property") with a physical address of 111 SE Mizner Boulevard, Royal Palm Place 9, Boca Raton, FL 33432 (the "Premises") as outlined on Exhibit "A" attached, subject to (i) the terms hereof and (ii) applicable rules and regulations, to use the Common Areas (defined below), and the improvements and facilities located thereon which are designated for the nonexclusive use of occupants of the Building in common with Landlord, the tenants and occupants of the Property and Building and other users, their respective agents, employees, and invitees, for a term to commence on the Commencement Date (defined below) and end at midnight on the day immediately prior to the fifth (5th) anniversary of the Commencement Date, such period being the term of this Lease (the "Initial Term"). For purposes of this Lease, the term "Commencement Date" shall mean November 1st, 2019.

B. Renewal Term(s). Provided this Lease shall not have been canceled pursuant to the other provisions of this Lease, and provided further that at the time Tenant exercises its renewal option where shall be no Events of Default (as hereinafter defined), Tenant shall have an option to renew the term of this Lease (a "Renewal Option") for one (1) consecutive renewal term of five (5) years (the "Renewal Term"), commencing on the date immediately following the last day of the Initial Term. To be effective, Tenant shall exercise its option for each Renewal Term by delivering to Landlord written notice of its intent to exercise its option to renew no less than six (6) months prior to the expiration of the Initial Term. The Renewal Term shall be on the same terms as the Initial Term, except that the Base Rent during the Renewal Term(s) shall be governed by Section 2B of this Lease.

If Tenant fails, or omits to give Landlord Notice of its election to renew this Lease upon the terms set forth herein and within the prescribed time or if Tenant is in default of the Lease beyond applicable notice and cure periods at the time Tenant attempts to exercise a Renewal Option, then it shall be deemed, without further notice and without further agreement, that Tenant elected not to exercise the Renewal Option and the same shall be null and void and of no further force or effect. Upon the request of either party, a writing memorializing the effectiveness of the Renewal Term shall be executed and delivered by the parties.

2. MONTHLY RENT.

A. Base Rent within the Initial Term.

Commencing on the Rent Commencement Date (defined below), Tenant shall pay to Landlord, or to any successor thereto named by Landlord at the address described above or at such other place as Landlord may designate by Notice, annual rent at the rate set forth in this Section, without notice or demand and without

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deduction, abatement, counterclaim, or set-off whatsoever (the "Base Rent") payable in lawful money of the United States in equal monthly installments (each installment hereafter referred to as the "Monthly Rent") together with CAM Expense, as hereinafter defined, Sales Tax (defined below), and all other sums due hereunder from Tenant to Landlord, all of which are collectively referred to herein as "Rent".

The term "Rent Commencement Date" as defined in this Lease shall mean December 1st, 2019. The first Monthly Rent, CAM Expense, as hereinafter defined and Sales Tax installment payable thereon for the first month of the Initial Term (the "First Month's Rent") shall be paid by Tenant to Landlord at the execution of this Lease. All subsequent Monthly Rents shall be due in advance on the first day of each calendar month during the Initial Term, beginning with the month next succeeding the First Month, as defined below, together with payment of the monthly installment of CAM Expense and Sales Tax.

The term "Lease Year", as used herein, (i) shall mean the twelve (12) month period beginning with the Commencement Date, and each twelve (12) month period thereafter occurring during the Initial Term of this Lease, and (ii) in the event this Lease expires or terminates on a date other than the date determined pursuant to Paragraph 1 hereof, then the term "Lease Year" shall also mean the period from the end of the preceding Lease Year to the date of said expiration or termination of this Lease. Notwithstanding anything to the contrary contained herein, in the event the Commencement Date is other than the first day of a calendar month, then Tenant shall pay to Landlord on the Commencement Date a sum equal to the per diem monthly Rent for the month in which the Commencement Date shall occur multiplied by the number of days from the Rent Commencement Date to the last day of the First Month, both inclusive, plus the monthly Rent for the next calendar month (said period of time hereafter referred to as the "First Month"). Such per diem payment and the first monthly Rent payment shall constitute payment of monthly Rent from the Commencement Date to the last day of the month next succeeding the First Month, both inclusive.

Tenant acknowledges that monthly installments of Rent are due and payable on the first of each month, and that five percent (5%) late fee will be charged for all rents received after the fifth (5th) day of the month, due and payable automatically as additional rent, without the necessity of notice to Tenant of such charge. Tenant acknowledges that a fee equal to five percent (5%) of the amount of the check shall be charged on all returned checks, as an administrative fee, and shall be payable as additional rent. The Base Rent schedule for the Initial Term of the Lease shall be controlled by Exhibit "C" of the Lease, attached hereto and made part hereof.

B. Increases in Base Rent during Renewal Term(s).

Provided Tenant exercises its Renewal Option(s) pursuant to Section 1B above, the Base Rent during each Renewal Term of this Lease (if exercised) shall increase each Lease Year upon the anniversary of the Commencement Date (the "Adjustment Date") by the greater of (i) three percent (3%) per annum; and (ii) the percentage increase of the consumer price index ("CPI") for the month in which the Adjustment Date occurs over the CPI in effect in the month in which the Commencement Date occurs. For the purposes hereof the term consumer price index shall mean the "Consumer Price Index for All Urban Consumers" or any successor or substitute index appropriately adjusted.

3. INTENTIONALLY OMITTED.

4. CAM EXPENSE.

Commencing on the Rent Commencement Date, Tenant shall pay as additional rent Tenant's Proportionate Share of (i) Real Estate Taxes, (ii) Insurance Expense, and (iii) the Cost of Operation and Maintenance of the Property as hereinafter provided (the foregoing collectively referred to as the "CAM

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Expense"). Landlord's estimated cost of Tenant's Projected Share of the CAM Expense for the first Operational Year during which the first Lease Year occurs is estimated to be \$15.58 per square foot, or \$3,635.33 per month.

A. Definitions. As used herein:

(i) "Common Areas" shall mean all portions of the Building and the Property not intended as lease able area; including, but not limited to, (if any) public lobbies, elevators, doorways leading into the Building, the parking areas within the Property (the "Parking Areas"), shared roadways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, corridors, mechanical rooms, washrooms, toilets, and other public facilities, and other areas of the Building and the Property which are provided by Landlord for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons, and customers.

(ii) "Cost of Operation and Maintenance" shall mean all costs and expenses incurred by Landlord in operating, repairing, maintaining and improving the Building, Property, and Common Areas, as determined in accordance with generally accepted accounting principles consistently applied on a cash basis, including without limitation, all Improvements (defined below), equipment and systems whether now existing or hereafter constructed and including, without limitation, as they relate to the Building, Property, and Common Areas, (1) costs in providing rubbish and waste pickup and disposal, if any; (2) costs of providing all forms of security; (3) any management and administrative fees associated with the operation of the Building and Property not to exceed four percent (4%) of gross revenue from the Property; (4) costs of electricity, water, sewer, and other utility charges, but excluding any utility charges paid directly by any tenant of the Building (including Tenant) to any utility provider. The Cost of Operation and Maintenance shall not include: (1) the initial costs of equipment properly chargeable to a capital account using generally accepted accounting principles consistently applied or the original costs of constructing the Property; (2) the cost of any capital addition or replacement to the shopping center or the Premises (or reserves therefore); (3) expenses for which the Landlord is or will be reimbursed by another source (excluding Tenant reimbursement for common area expenses), including but not limited to repair or replacement of any item covered by warranty; (4) expenses for the defense of the Landlord's title to the Property; (5) structural repairs and replacements; (6) depreciation and amortization of the shopping center or Premises or financing costs, including interest and principal amortization of debts; (7) charitable or political contributions; (8) costs of improving or renovating the Premises for the Tenant; (9) any amounts expended by Landlord to comply with any environmental laws; (10) costs to correct original or latent defects in the design, construction or equipment of the Property or Premises; (11) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (12) any expenses incurred (i) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment; (13) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (14) rental on ground leases or other underlying leases; (15) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other tenants or occupants of the Property or with other third parties except as specifically provided in the Lease; and (16) cost of the initial stock of tools and equipment for operation, repair and maintenance of the shopping center. Notwithstanding anything to the contrary set forth in this Section 4, any variances in the controllable elements of the Cost of Operation and Maintenance shall be limited to a maximum increase of five percent (5%) per annum.

(iii) "Landlord's Statement" shall mean an instrument containing a reasonable computation of any CAM Expense due, itemized by expense category in reasonable detail, pursuant to the provisions of this Section 4.

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(iv) "Operational Year" shall mean a calendar year.

(v) "Property" shall mean, the parcel of land situated in Palm Beach County, Florida, more particularly described on Exhibit "B" attached hereto on which is situated the Building and the Parking Areas.

(vi) "Taxes" shall mean all real estate taxes, assessments, special or otherwise, sewer rents, rates and charges, water rents, rates and charges, or any other charge of a governmental authority of a similar or dissimilar nature, of any kind, which may be levied or assessed upon or with respect to the Building, Property, and Common Areas, and all taxes or charges levied on the Monthly Rent, and/or CAM Expense or the gross receipts from the Building which are in lieu of or a substitute for, any other tax or assessment or charge upon or with respect to the Building, Property, and Common Areas. If assessments are paid in annual or other installments, there shall be deemed included in Taxes for each Lease Year the annual installment or total number of other installments of such assessment becoming payable during such Lease Year, together with interest payable during such Lease Year, on such installment and all installments thereafter becoming due as provided by law, all as if such assessments had been so divided. Taxes shall not be deemed to include: (a) franchise or similar taxes of Landlord, or (b) income, excess profits or other taxes, if any, of Landlord, except to the extent such taxes are in lieu of or a substitute for any other tax, assessment or charge upon the Building, Property, and Common Areas which, if such other tax, assessment or charge were in effect, would be payable by Tenant as provided above, in which event such taxes shall be computed as if the Building, Property, and Common Areas were the only property of Landlord, and the rent hereunder the only income of Landlord. Notwithstanding anything contained herein to the contrary, Taxes shall not include any Sales Tax payable by Tenant pursuant to any other provision of this Lease. Further, Taxes do not include interest, fines or other penalties due or payable by Landlord as a result of Landlord's failure to make payments and/or file any tax or informational returns when due. Landlord shall calculate Taxes on the basis of the maximum discount available for early payment, provided Tenant is not in default in the payment of Base Rent.

(vii) "Tax Year" shall mean the period of twelve (12) months commencing on January 1st of each year or such other 12-month period as may hereafter be duly adopted as the fiscal year from real estate tax purposes for Palm Beach County or other applicable governmental authority.

(viii) "Tenant's Projected Share" shall mean Tenant's Proportionate Share of the Retail Space Allocated Share (defined below) of Landlord's written estimate of the Cost of Operation and Maintenance for the ensuing Operational Year and, if Landlord so elects as hereinafter provided, of Landlord's written estimate of Taxes for the ensuing Tax Year. "Retail Space Allocated Share" shall mean that portion of the Cost of Operation and Maintenance allocated to retail tenants in the building or property which contains both retail and office tenants.

(ix) "Tenant's Proportionate Share" shall mean the percentage obtained by dividing the Floor Area of the Premises (as set forth in Section 1.A of this Lease) by the total square footage of the gross leasable area of all buildings located within the Property (such gross leasable area of all such buildings is referred to herein as the "Property Gross Leasable Area"). If the Floor Area of the Premises or the Property Gross Leasable Area is modified, then Tenant's Proportionate Share shall be adjusted accordingly.

B. Real Estate Taxes.

Tenant shall pay as CAM Expense a sum equal to Tenant's Proportionate Share of the Taxes for

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each Tax Year during the term of this Lease for the Building, Property, and Common Areas. Subsequent to the issuance of the bill for Taxes, Tenant shall make monthly payments on account of Tenant's Proportionate Share of Taxes payable for the Tax Years during the each Lease Year. Tenant shall pay one-twelfth (1/12) of the Taxes monthly in advance as CAM Expense, together with the payment of the Monthly Rent. Landlord agrees to regularly review Taxes for the Building, Property and Common Areas and to contest or negotiate the amount thereof with the appropriate governmental or regulatory authority if Landlord determines, in its own discretion, it is reasonably prudent to contest the Taxes. The cost of any such contest or negotiation shall be a Cost of Operation and Maintenance regardless of Landlord's success. In the event that Tenant has paid CAM Expense for such Taxes, an assessed valuation which had been utilized in computing the Taxes is reduced (as a result of settlement, final determination of legal proceedings or otherwise) and as a result thereof a refund of Taxes is received by or on behalf of Landlord, then, promptly after receipt of such refund, Landlord shall, at Landlord's option, (a) reimburse Tenant in the amount of Tenant's Proportionate Share of such refund or (b) apply Tenant's Proportionate Share of such refund to Tenant's future obligation to pay Taxes hereunder.

Any payment of CAM Expense or refunds due to Tenant hereunder for any period of less than a full Tax Year, or any adjustment required due to Tenant hereunder for any period of less than a full Tax Year, or any adjustment required due to the change in the area of the Premises, shall be equitably prorated to reflect any such event.

C. Building Insurance.

Tenant shall pay as CAM Expense during the term of this Lease Tenant's Proportionate Share of Landlord's insurance premiums for, without limitation, property rental interruption, liability, casualty, and any other types of insurance carried by Landlord, the costs of which may include a reasonable allocation of a portion of the premium of a blanket insurance policy maintained by Landlord as well as a mark-up to account for any below market premium pricing made available to, and paid by Landlord as a result of Landlord's self insurance of the Property or under any blanket insurance policy maintained by Landlord. Landlord shall estimate (if such insurance is not paid in advance) the insurance referred to in this section and Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of the Monthly Rent.

D. Operating Expenses.

Tenant shall pay to Landlord as CAM Expense, Tenant's Projected Share of the Costs of Operation and Maintenance for the Building, Common Areas, Building, and Property during such Operational Year. Prior to the end of each Operational Year, or as soon thereafter as practical, Landlord shall furnish Tenant by Notice a written statement, itemized in reasonable detail, of the estimated Cost of Operation and Maintenance for such year setting forth the Tenant's Projected Share of the Cost of Operation and Maintenance for the Building, Common Areas, Building, and Property during such Operational Year and Tenant shall pay same to Landlord as CAM Expense. Tenant's Projected Share shall be divided by 12 and shall be payable on the first day of each month, beginning on the first day of such ensuing Operational Year. If said statement is furnished to Tenant after the commencement of such Operational Year, Tenant shall nonetheless be obligated to pay, as part of its next installment of Monthly Rent and CAM Expense, Tenant's Projected Share for the period which shall have elapsed prior to the first day of the calendar month next succeeding the calendar month in which said Statement is furnished to Tenant.

Landlord shall furnish to Tenant by Notice a written statement, itemized in reasonable detail, of the actual Cost of Operation and Maintenance incurred for such Operational Year, and Tenant's Proportionate Share of the Cost of Operation and Maintenance of the Building, Common Areas, and Property during such Operational Year (the "Landlord's Statement of Operation and Maintenance"). If the Landlord's Statement of

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Operation and Maintenance shall indicate that Tenant's Projected Share paid by Tenant for such Operational Year exceeded Tenant's Proportionate Share for such Operational Year, Landlord, at Landlord's option, shall forthwith either (1) pay the amount of excess directly to Tenant within thirty (30) days of Tenant's receipt of such Statement or (2) permit Tenant to credit the amount of such excess against the subsequent payment of CAM Expense due hereunder. If Landlord's Statement of Operation and Maintenance shall indicate that Tenant's Proportionate Share exceeds Tenant's Projected Share for that Operational Year, Tenant shall forthwith pay Landlord such shortage within thirty (30) days after Tenant's receipt of such Notice.

E. Apportionment of CAM Expense.

If the Term of this Lease shall begin on a date other than January 1 or end on a date other than December 31st, any CAM Expense for the year in which the Commencement Date or the date of expiration of the term shall occur, as the case may be, shall be apportioned in that percentage which the number of days in the period from the Commencement Date to December 31st or from the Commencement Date of such Lease Year to such date of expiration, both inclusive, as the case may be, shall bear to the total number of days in the calendar year in which such expiration occurs.

F. Collection.

Except as otherwise provided herein, any CAM Expense payable pursuant to this Paragraph 4 shall be collectible by Landlord in the same manner as Monthly Rent, and Landlord shall have the same remedies for nonpayment thereof as Landlord has hereunder for nonpayment of Monthly Rent. The parties further agree that any monetary amounts due and owing to Landlord from Tenant pursuant to any prior lease, promissory note or other agreement for the payment of money shall be deemed additional rent hereunder and collectable as aforesaid.

G. Sales Tax.

Tenant further agrees to pay, in addition to, but not in lieu of, the Monthly Rent, and the CAM Expense, any and all sales and use tax now or hereafter imposed by any governmental entity upon, applicable to, or measured by or on the Monthly Rent, and CAM Expense, or any other charges payable to Landlord under this Lease ("Sales Tax"). Tenant shall pay to Landlord, concurrently with each such payment of Monthly Rent, or CAM Expense or such other charges hereunder, the amount of Sales Tax attributable to the payment being made to Landlord. If any Sales Tax is required to be paid to the governmental taxing authority directly by Landlord, whether during the term of this Lease or subsequent to the termination of this Lease (if such Sales Tax is levied on the Monthly Rent, or CAM Expense paid by Tenant), then Landlord shall, upon demand, be fully reimbursed by Tenant for such payment.

H. No Waiver

Any delay or failure of Landlord in computing or giving Tenant Notice of any adjustment in Base Rent or CAM Expense shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such Base Rent escalation or CAM Expense after receipt of notice thereof.

5. USE.

Tenant, its successors and assigns, shall use the Premises exclusively for the purpose of operating a first-class restaurant and bar (the "Use"). During the term of the Lease, Tenant shall operate under the

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trade name *ONE 11 LOUNGE* (the "Trade Name"), and shall not change the Use or Trade Name without the prior written consent of Landlord. Tenant's operation of the Premises, including but not limited to noise and vibration, shall not unreasonably disturb the habitability of residential or office tenants above, if any. Tenant shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities respecting the use, operation and activities of the Premises, Building or Common Areas, and Tenant shall not make, suffer or permit any unlawful, improper or offensive use of the Premises, Building, Common Areas, or any part thereof, or permit any nuisance thereon. Tenant shall not make any use of the Premises, Building, or Common Areas which would make void or avoidable any policy of fire or extended coverage insurance covering the Premises, Building, or Common Areas. Tenant shall use the Premises only for the purpose stated in this Lease and shall not leave said Premises vacant or suffer or permit any waste or mistreatment thereof. Tenant agrees to abide by any rules or regulations promulgated by Landlord, from time to time, including the Rules and Regulations attached hereto as Exhibit "D" and made a part of this Lease. Tenant shall not utilize the Premises or allow any occupant of the Premises (including assigns and subtenants) to engage any business that violates any exclusivity clause contained in any existing lease for the Property at the time of execution and delivery of this Lease, and as to which Tenant has been given Notice.

Tenant shall throughout the Initial Term of this Lease, and any renewal or extension thereof (except any time when the Premises have been rendered untreatable by fire or other casualty), continuously and uninterruptedly use, occupy and operate the Premises for the conduct of the business specified in this Section 5. Failure of Tenant to comply with the requirements set forth in this Section 5 shall be deemed a material default under this Lease.

6. ACCEPTANCE OF PREMISES.

Upon the Commencement Date of this Lease, Tenant shall take possession of the Premises, and such taking by Tenant shall be conclusive evidence that the Premises were so taken in its "as-is" condition at the execution date of this Lease. Unless expressly stated herein to the contrary, Landlord has no obligation to repair, improve, or add to the Premises subsequent to Tenant's taking possession thereof and Tenant shall, at its sole cost and expense and in compliance with the provisions of this Lease, be responsible for any changes, alterations, repairs, replacements, maintenance, and decorations to the Premises. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Building, Common Areas, or the Premises, the rents, leases, expenses of operation, or any other matter or thing affecting or relating to the Premises except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Landlord represents and warrants to Tenant that it has not received any notice that the Building is currently in violation of any laws, regulations, or ordinances.

7. TENANT'S CARE.


A. Standard of Care. Tenant will, at Tenant's sole expense, take good care of the Premises and the fixtures and appurtenances therein, reasonable wear and tear, and damage by fire, the elements, casualty, or Acts of God excepted, and will suffer no active or emissive waste or injury thereof. Tenant shall, at Tenant's expense, but under the direction of Landlord, promptly repair any injury or damage whether structural or nonstructural to the Premises or the Building caused by the acts of Tenant, or its agents, invitees or employees, or Tenant moving in or out of the Premises. All the aforesaid repairs shall be of quality or class equal to the original work or construction, and shall be made in accordance with the provisions of Subparagraph 7B hereof. If Tenant fails after thirty (30) days Notice thereof to proceed with due diligence to make the repairs required to be made by Tenant, the repairs may be made by Landlord, at the expense of Tenant. The expenses thereof incurred by

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Landlord shall be paid by Tenant to Landlord within thirty (30) days after rendition of a bill, or statement therefor. The foregoing reimbursement shall be deemed additional rent hereunder. There shall be no abatement of Rent or rent allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Tenant making, or failing to make, any repairs, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances, or equipment thereof.

B. Alterations. Tenant will not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the Premises and will not do anything to or on the Premises which will increase the risk of fire or the rate of fire insurance on the Building (such alterations, additions or improvements hereafter referred to as "Tenant Improvements"). It is expressly understood and agreed that Landlord is not requiring Tenant to make any improvements to the Premises (except as may be expressly set forth in paragraph 31 below), and Landlord and Tenant agree that no improvements by Tenant shall be deemed "Improvements" within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, material men, and others who perform any work, labor or services, or furnish any materials, or otherwise participate in the Tenant Improvement to the Premises shall be and are hereby given notice that Tenant is not authorized to subject Landlord's interest in the Building or the Property to any claim for construction, mechanics, laborers' and material men's liens, and all persons dealing directly or indirectly with Tenant may not look to the Premises as security for payment. Landlord has recorded a notice of the foregoing in the Public Records of Palm Beach County, Florida, pursuant to the provisions of Section 713.10, Florida Statutes. Tenant shall save Landlord harmless from and against all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such Tenant Improvements made by Tenant. Tenant shall with regard to all Tenant Improvements, comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality, county and/or state which have jurisdiction over such work. All Tenant Improvements of a permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at the expiration of this Lease, unless Landlord, by Notice to Tenant given no later than twenty (20) days prior to the end of the Lease, elects to relinquish its right thereto. In such event, Tenant shall remove the same at its sole cost and expense and shall repair any damage to the Building or the Premises caused by said removal.

As a condition to Landlord's consent to any Tenant Improvements, Tenant (i) shall submit to Landlord detailed plans and specifications (including layout, architectural, mechanical, structural and fire suppression system drawings) for each proposed alteration drawn in compliance with all applicable codes, ordinances and laws and shall not commence any such alteration without first obtaining Landlord's written approval of such plans and specifications, it being understood that Landlord's approval of such plans and specifications shall not be deemed a warranty or representation by Landlord that the plans and specifications for such Tenant Improvements comply with applicable codes, ordinances and laws. Prior to commencing any work within the Premises with respect to Tenant Improvements, Tenant (i) shall, at its expense, obtain all permits, approvals and certificates required by any government or quasi-governmental bodies and ensure that all work is performed in strict accordance with the plans and specifications approved by Landlord, and (ii) shall furnish to Landlord evidence of insurance for worker's compensation (covering all persons to be employed by Tenant, and Tenant's contractors and subcontractors in connection with such alteration) and comprehensive public liability (including property damage coverage) insurance in such form, with such companies, for such periods and in such amounts as Landlord may require, naming Landlord and its agents as additional insured. Upon completion of such Tenant Improvements, Tenant, at Tenant's expense, shall obtain certificates of final approval of such alteration required by any governmental or quasi-governmental bodies, if applicable, and shall furnish Landlord with copies thereof. All alterations shall be constructed in a good, workmanlike manner and strictly conform to the plans and specifications approved by Landlord; shall be of a quality that equals or exceeds the then current

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standard for the Building; all materials and equipment to be incorporated in the Premises as a result of all alterations shall be new and first quality; and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage or title retention or security agreement. Landlord, at its option, may require Tenant to remove any alterations installed by Tenant and/or repair any alterations made by Tenant to the Premises, at Tenant's sole cost and expense, if such Tenant Improvements (i) were not pre-approved by Landlord in accordance with the provisions of this Subparagraph 7B; or (ii) the contractor performing such work was not approved of by Landlord in accordance with the provisions of Subparagraph 7D below; or (iii) the quality of workmanship and/or quality of materials utilized in connection with such work do not comply with the standards set forth in this Subparagraph B; or (iv) such work was not performed in strict accordance with the plans and specifications approved by Landlord. If Landlord elects to require that Tenant remove any such additions or repair any such alterations in accordance with this subparagraph, Tenant shall do so within thirty (30) days of the date Landlord gives Tenant Notice of Landlord's election. If Tenant fails to correct such matters with said thirty (30) day period, Landlord may, but shall not be obligated to, remove such additions and/or repair such alterations and Tenant shall reimburse Landlord for all costs therefor.

Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in the Premises, whether in connection with any alteration or otherwise, if such employment will unreasonably interfere or cause any material conflict with other contractors, mechanics, or laborers engaged in the construction, maintenance or operation of the Building or Property by Landlord, Tenant or others. In the event of any such unreasonable interference or material conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building or Property immediately. All alterations to which Landlord has consented shall be at Tenant's sole cost and expense, unless such alterations are Tenant Improvements for which an Improvement Allowance defined below shall be paid by Landlord.

C. Removal of Personalty. No later than the last day of the Initial Term or Renewal Term, as applicable, Tenant will remove all of Tenant's personal property and repair all injury done by or in connection with installation or removal of said property and surrender the Premises (together with all keys to Premises) in good order and working condition, reasonable wear and tear and damage by fire, the elements, Acts of God, or casualty excepted. All property of Tenant remaining on the Premises after expiration of the Initial Term or Renewal Term, as applicable, shall be deemed conclusively abandoned and may be disposed of by Landlord in anyway it deems fit, and Tenant shall reimburse Landlord for the cost thereof, subject however, to Landlord's right to require Tenant to remove any improvements or additions made to Premises by Tenant pursuant to the preceding Subparagraph 7B.

D. Approval of Contractors. In doing any work related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises or in making any Tenant Improvements pursuant to Subparagraph B above, Tenant will use only contractors or workmen approved by Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall promptly remove any lien for material or labor claimed against the Premises, building or Property by such contractors or workmen if such claim should arise and hereby indemnifies and holds Landlord harmless from and against any and all costs, expenses or liabilities incurred by Landlord as a result of such liens filed by contractors or workmen hired by Tenant or its agents. If Tenant shall fail to cause such lien to be discharged as aforesaid, Tenant shall be deemed in default of this Lease, and in addition to any other right or remedy Landlord shall have, Landlord may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit or bonding proceedings, and in such event Landlord shall also be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of judgment in favor of the lienor with interest, costs and allowances as provided by law. Any amount so paid by Landlord with all costs and

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expenses incurred by Landlord in connection therewith, together with interest thereon at the highest level rate for individuals from the respective date of Landlord's making of the payment or incurring of the costs and expenses, shall constitute additional rent payable by Tenant under this Lease and shall be required to be paid by Tenant to Landlord within ten (10) days from demand therefor.

E. Risk of Loss. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof of money deposited therein or for any damages thereto; such theft or damage being the sole responsibility of Tenant, unless such theft or damage is caused by the negligence or intentional acts of Landlord or its agents, contractors, or employees.

F. Operations by Tenant. In regard to the use and occupancy of the Premises, Tenant will at its expense: (i) keep the inside and outside of all glass and other materials in the doors and windows of the Premises clean; (ii) keep all exterior store surfaces of the Premises clean; (iii) keep areas outside the Premises that Tenant is permitted to use by the terms of this Lease, if any, in a clean, orderly and sanitary condition, (iv) replace promptly any cracked or broken glass or other materials in the doors and glass in the windows of the Premises with glass or other materials, as the case may be, of like color, grade and quality and otherwise repair and/or replace any doors of the Premises in need of repair or replacement; (v) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests with regular daily janitorial and periodic pest control services; (vi) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (vii) deposit such garbage, trash, rubbish and refuse, on a daily basis, in designated areas provided by Landlord; (viii) keep all mechanical apparatus including, without limitation, the HVAC, sprinkler, ventilation, electrical and telephone systems in good working order and free of vibration and noise which may be transmitted beyond the Premises; (ix) comply with all laws, ordinances, rules and regulations of governmental authorities and all reasonable recommendations of Landlord's casualty insurer(s) and other applicable insurance rating organizations now or hereafter in effect; (x) keep on the Premises and maintain in good working order the necessary number of commercial type dry chemical fire extinguisher(s) or such other fire suppression system as is required by applicable law and/or is specified in the plans for any improvements to the Premises approved by Landlord; (xi) comply with and observe all rules and regulations established by Landlord from time to time which apply generally to all retail tenants in the Building including, without limitation, the Rules and Regulations attached hereto and made a part hereof; and (xii) at its sole cost and expense be solely responsible for the purchase, installation and storage of hurricane shutters, if Tenant so elects.

In regard to the use and occupancy of the Premises and the Common Areas, Tenant shall not (i) place or maintain any merchandise, signage, trash, refuse or other articles in any vestibule or entry of the Premises, on the footways or corridors adjacent thereto or elsewhere on the exterior of the Premises, nor obstruct any driveway, corridor, footwall, or any other Common Areas; (ii) use or permit the use of any objectionable advertising or sound medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts, within the Building which is in any manner audible or visible outside of the Premises (iii) permit undue accumulations of garbage, trash, rubbish or other refuse within or without the Premises; (iv) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (v) solicit business in the Building or in any Common Areas; (vi) distribute handbills or other advertising matter in the building or Common Areas (including placing any of the same in or upon any automobiles parked in the Parking Areas); (vii) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwall, Parking Area, Common Areas; (viii) receive or ship articles of any kind outside the designated loading areas for the Premises; (ix) use the corridor or any other Common Areas adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (x) conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale

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(unless directed by court order), or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling practices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales; (xi) use or permit the use of any portion of the Premises in a manner which will be in violation of law, or for any activity of a type which is not generally considered appropriate for retail sales in the Building; (xii) place a load upon any floor which exceeds the floor load which the floor was designed to carry; (xiii) operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the Common Areas or from the premises of any other tenant or other occupant of the Building; (xiv) use the Premises for any unlawful or illegal business; or (xv) permit Tenant's clients, invitees, and personnel to loiter or congregate in the public areas of the Building or Common Areas. The covered patio on the East end of the Premises is not considered a Common Area for the purposes of this paragraph.

G. Signs and Advertising.

Tenant shall install two (2) exterior signs at Tenant's expense on the façade of the Building, directly above the Premises, in strict conformance with Landlord's uniform sign criteria for the Property, if any. Such signage must be approved in writing by Landlord, and permitted and installed by a qualified contractor by no later than ninety (90) days after the Commencement Date of this Lease. Tenant agrees to keep its parapet signs located on the façade of the Building lighted from dusk until midnight seven (7) days a week throughout the year. Tenant agrees at its sole cost and expense to keep all store signs, including but not limited to Tenant's principal store sign, under-canopy sign, pylon sign panel and any corresponding electrical boxes and wiring (if applicable) in good order and repair at all times during the Term of the Lease. Tenant acknowledges and agrees that Landlord shall have the right, from time to time to adopt new sign criteria governing the Project, and that, in connection therewith, Tenant, at Landlord's sole cost and expense, shall cause Tenant's signage to be aesthetically compatible to any such newly adopted sign criteria.

All displays and lettering which are easily visible in Landlord's sole opinion from outside the Premises are subject to Landlord's prior written approval, which Landlord will not unreasonably withhold, but which Landlord may withhold for aesthetic reasons relating to the overall image of the Property. Tenant agrees to keep Tenant's display windows and shadow-boxes, if any, lighted from dusk until midnight seven (7) days a week throughout the year. Tenant also agrees to maintain night lighting within the Premises at all times when Tenant is not open for business.

Tenant agrees not to place, without Landlord's advance written consent, any sign, awning, canopy, banner, pamphlet, flyer, decoration, lettering, advertising matter or other thing of any kind (including, without limitation, any hand-lettered advertising and any neon) anywhere on the Premises or the Property or allow such to be maintained on any building element, including but not limited to exterior doors, roof, wall, window or window mullion, without first obtaining Landlord's approval. Tenant will, at its sole cost and expense, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times. Tenant agrees not to display any lit, flashing, or neon sign without Landlord's approval. Landlord has the right to approve any sign or lettering inside the Premises which is easily visible in Landlord's sole opinion from the exterior of the Premises.

H. Electricity. Tenant shall immediately register the electric meter servicing the Premises in Tenant's name with the appropriate utility company. Tenant shall make its own arrangements with the utility company supplying electricity service. Commencing on the date hereof, Tenant shall pay for all electrical service and charges relating to the Premises.

I. Water. Tenant shall immediately register the water meter servicing the Premises in Tenant's name with the appropriate utility company. Tenant shall make its own arrangements with the utility company supplying water service. Commencing on the date hereof, Tenant shall pay for all water service and

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charges relating to the Premises.

8. PREMISES ACCESS.

Tenant and its employees and customers shall be permitted access to the Premises seven (7) days a week, twenty-four (24) hours a day, subject to Landlord's reasonable security procedures.

9. LANDLORD SERVICES.

A. Description of Services. Services to be provided by Landlord hereunder shall be subject to the Rules and Regulations of the Building established by the Landlord. Landlord shall furnish the following services:

- (i) Seven (7) days a week, twenty-four (24) hours a day, untreated water and sewage disposal.
- (ii) Seven (7) days a week, twenty-four (24) hours a day, electrical service for normal retail/service use made available to the electric room on the floor on which the Premises are located. The Premises shall be separately metered for electricity and Tenant shall pay the utilities furnishing electric service directly for electricity used in the Premises.

B. Waiver of Liability. Landlord shall not be liable for any damages directly or indirectly resulting from, nor shall the Rent as herein set forth be abated by reason of (i) installation, use or interruption of use, of any equipment in connection with the furnishing of any of the foregoing services, or (ii) failure to furnish, or delay in furnishing, any such services when such failure or delay is caused by any condition beyond the reasonable control of the Landlord or by the making of necessary repairs or improvements to the Premises or to the Building. The temporary failure to furnish any such services shall not be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease.

C. Tenant Expenses. Tenant shall be responsible for all costs associated with the maintenance, repair, and replacement of the Tenant Improvements, Tenant's personal property, and the improvements or betterments and fixtures located within the Premises and the following: (i) the cost to decorate or redecorate the Premises; (ii) the cost to install, repair, maintain and replace all HVAC hot and cold air production and distribution units and duct work; (iii) the cost to install, repair, maintain and replace all systems for fire suppression including sprinkler system, smoke evacuation, ventilation, telephone, electrical and other utility lines and equipment located on the Premises and all HVAC, sprinkler, telephone, electrical and other utility or service lines constructed by or on Tenant's behalf to connect the Premises to Tenant's HVAC hot and cold air production system and to the central locations for sprinkler, electrical, telephone and other services; and (iv) the cost of repair, replacing and maintaining all interior and exterior glass and glass and/or other material doors to the Premises. If Tenant uses services in an amount or for a period in excess of that provided for herein, then Landlord reserves the right to charge Tenant and Tenant shall pay Landlord as additional rent an amount equal to the actual costs incurred by Landlord in providing such added services. Notwithstanding anything to the contrary set forth in this Section 9C, in the event any of the air conditioning units servicing the Premises can no longer be repaired, and must be replaced, Tenant shall replace same, and Landlord shall reimburse Tenant fifty percent (50%) of the cost the replacement within thirty (30) days' of Landlord's receipt of the following: (i) Tenant shall completed the installation of the air-conditioning unit; (ii) Tenant shall have provided Landlord with an invoice marked "Paid in Full" and proof of payment; and (iii) Tenant shall have provided Landlord with a final affidavit and unconditional final releases of lien from the subcontractor.

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D. Landlord's Maintenance. Other than Tenant's expenses described in this Subparagraph 9C above, Landlord shall keep or cause to be kept the (i) foundation, exterior, windows (other than in the Premises), walls, stairs, structural components, and roof of the Building; (ii) the Common Areas; (iii) the Parking Area in good order, repair and condition, unless any such work is necessary because of any negligent or intentional act of Tenant as described in Subparagraph 7A hereof, in which event the cost shall be borne by Tenant. It shall be Tenant's sole responsibility to install, repair, replace and maintain all such systems within the Premises and all connections to Landlord's sprinkler, electrical, telephone, or other systems installed by or on behalf of Tenant whether located within or without the Premises. Should Tenant discover that any portion of the Premises, Building, Common Areas, or other Building or Premises systems require any repairs or maintenance as set forth in the preceding sentence, Tenant shall promptly give Notice to Landlord of such discovery. This Subparagraph 9D shall not apply to any damage caused by fire or other casualty or condemnation as described in this Lease, which events shall be controlled by Paragraphs 10 and 14 of this Lease.

10. DESTRUCTION OR DAMAGE TO THE PREMISES, TERMINATION AND WAIVER OF SUBROGATION.

A. If the Building or the Premises shall be partially or totally damaged or destroyed by fire or other casualty and if this Lease shall not be terminated as hereinafter provided in this Paragraph 10, then: (1) Landlord shall repair the damage to and restore and rebuild the Building and the core and shell of the Premises diligently and in a workmanlike manner after the collection of the insurance proceeds attributable to such damage, and (2) Tenant shall repair the damage to and restore and repair the Tenant Improvements and Tenant's other improvements and betterments and Tenant's personal property diligently and in a workmanlike manner after the collection of the insurance proceeds attributable to such damage, and after the substantial completion of Landlord's repairs and restoration of the core and shell of the Premises provided for in clause (1) above, provided that Tenant shall not have been given Notice by Landlord that this Lease has been terminated pursuant to the provisions of this Paragraph 10, or Tenant shall not have elected to exercise its right of termination of this Lease pursuant to this Paragraph 10. Such repair work by Tenant shall be deemed to constitute Tenant Improvements for the purposes hereof. Provided that this Lease shall not have been terminated by Landlord or Tenant, the proceeds of Tenant's policy providing coverage for Tenant's Improvements shall be paid to Tenant.

B. If all or part of the Premises shall be damaged or destroyed or rendered completely or partially untenable on account of fire or other casualty, Monthly Rent and CAM Expense shall be abated in the proportion that the untenable area of the Premises bears to the total area of the Premises, for the period from the date of the damage or destruction to (i) the date when the damage to the core and shell of the Premises shall be substantially repaired by Landlord (provided, however, that if in Landlord's reasonable judgment based upon the estimate of Landlord's independent contractors such repairs would have been substantially completed at an earlier date but for Tenant's having failed to reasonably cooperate with Landlord in effecting such repair, then the core and shell of the Premises shall be deemed to have been repaired substantially on such earlier date and any reduction or abatement shall then cease) or (ii) if the Building and not the Premises is so damaged or destroyed, the date on which access to the Premises shall be available; provided, however, should Tenant or any of its subtenants reoccupy a portion of the Premises for the conduct of business during the period the repair work is taking place prior to the date that access to the Premises is made available, Monthly Rent and CAM Expense shall be payable by Tenant from the date of such occupancy. Tenant agrees to promptly and with the use of its best commercial efforts to restore the Tenant Improvements and Tenant's betterments and improvements to the Premises so that Tenant's business may reopen as soon as possible.

C. If (i) the Building shall be totally damaged or destroyed by fire or other casualty, or if the

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Building shall be so damaged or destroyed by fire or other casualty (whether or not the Premises are damaged or destroyed) that repair or restoration requires more than one (1) year, as estimated in any such case by a reputable contractor, registered architect or licensed professional engineer designated by Landlord; or (ii) if the Premises shall be totally damaged or destroyed during the last year of the term of this Lease, as same may have been extended, then in any such case Landlord may terminate this Lease by giving Tenant Notice to such effect ("Landlord's Casualty Termination Notice") as soon as practicable under the circumstances and in any event within ninety (90) days after the date of the casualty. It is hereby agreed and understood between Landlord and Tenant that in the event the Landlord decides to demolish all or any part of the Premises, the Tenant hereby agrees to vacating same upon receipt of sixty (60) days written notice, and the Landlord will return any advance rental paid on account of this Lease, less any monies owed to Landlord.

D. (1) In the case of any damage or destruction mentioned in this Paragraph 10, Tenant may terminate this Lease by Notice given to Landlord in accordance with the last sentence of this Subparagraph 10D(1) if there has been substantial damage or destruction to any portion or portions of the Building or the Premises and Landlord shall not have completed the making of the required repairs and restored and rebuilt the Building and the core and the shell of the Premises, within one (1) year from the date of such damage or destruction (herein called the "Restoration Completion Date"), or within such period after such date as shall equal the aggregate period Landlord may have been delayed in doing so by reasons of Force Majeure, delays caused by Tenant, or delays which may be caused by reason of adjustment of Landlord's insurance policies. Landlord shall use all reasonable efforts to make such repair or restoration diligently and in a workmanlike manner and in such manner as to not, to the extent practicable, unreasonably interfere with Tenant's use and occupancy of the Premises; provided, however, that: (i) Landlord shall not be required to do such repair or restoration work on an overtime basis except to the extent that the cost of such overtime work would be covered by Landlord's insurance and (ii) upon Tenant's written request and agreement to bear the incremental additional cost of same, Landlord shall perform the repair and restoration of the core and shell of the Premises on an overtime basis. In the event that Tenant becomes entitled to terminate this Lease and the term and estate hereby granted pursuant to the provisions of the first sentence of this Subparagraph 10D, Tenant may do so by giving Notice to such effect to Landlord within thirty (30) days following the date on which Tenant becomes so entitled, and upon the giving of such Notice this Lease and the term and estate hereby granted shall terminate as of the date set forth in such Notice, which shall not in any event be more than ninety (90) days after the giving of such Notice, with the same force and effect as if such date were the expiration date specified herein.

(2) Within ninety (90) days after the occurrence of any such damage or destruction, Landlord shall give Tenant Notice of the date that, in Landlord's good faith judgment, it estimates it shall be able to substantially complete the required repairs and restorations (herein called the "Anticipated Completion Date") subject to delays by reason of Force Majeure, delays caused by Tenant, or delays which may be caused by reason of adjustment of Landlord's insurance policies. If the Anticipated Completion Date shall be after the one year anniversary of the casualty, Tenant shall have the right, within thirty (30) days after the Notice of the Anticipated Completion Date is given, to terminate the Lease by giving Notice of such termination to Landlord, and on the date set forth in such Notice, which shall not in any event be more than ninety (90) days after the giving of such Notice, this Lease will terminate as if such date were the expiration date specified herein. If Tenant does not give such termination Notice within said 30-day period, then the Restoration Completion Date provided for herein shall automatically be deemed extended to the date which is ninety (90) days following the Anticipated Completion Date. In no event shall Landlord be liable to Tenant in the event the restoration is not completed on the Anticipated Completion Date (as extended for any of the causes described above) and Tenant's sole remedy shall be the termination right herein provided.

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(3) Landlord and Tenant shall fully cooperate with each other in connection with the collection of any insurance proceeds payable in respect of any casualty to the Building and shall comply with all reasonable requests made by each other in connection therewith, including, without limitation, the execution of any affidavits required by the applicable insurance companies.

(4) Except to the extent expressly set forth in this Paragraph 10, Tenant shall not be entitled to terminate this Lease and Landlord shall have no liability to Tenant for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building pursuant to this Paragraph 10.

(5) Unless such damage is caused by the negligence or intentional acts of Landlord or its agents, contractors, or employees, Landlord shall not be obligated to repair any damage to or replace any Tenant Improvements or Tenant's improvements and betterments or Tenant's property and Tenant agrees to look solely to its insurance for recovery of any damage to or loss of Tenant Improvements, Tenant's improvements and betterments, and Tenant's property. If Tenant shall fail to maintain such insurance, and such failure shall continue for ten (10) days after Notice by Landlord to Tenant specifying same, Landlord, at Landlord's election, shall have the right (in its sole discretion and without any liability whatsoever if Landlord elects not to do so) to obtain insurance on Tenant's property, Tenant Improvements, Tenant's improvements and betterments and the cost thereof shall be additional rent under this Lease and payable by Tenant to Landlord on demand.

E. Each Party agrees to include in the insurance policies insuring the Building, Common Areas, and Property any Landlord's improvements in the case of Landlord, and insuring Tenant's property, Tenant Improvements, and Tenant's other improvements and betterments in the case of Tenant, against loss, damage or destruction by fire or other casualty, a waiver of the insurer's right of subrogation against the other Party during the term of this Lease or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the insured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (ii) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable from either party's then current insurance company, the insured party shall so notify the other party promptly after learning thereof, and shall use commercially reasonable efforts to obtain the same from another insurance company meeting the requirements set forth herein. Each Party hereby releases the other Party, with respect to any claim (including a claim for negligence) which it might otherwise have against the other party, for loss, damage or destruction with respect to its property occurring during the term of this Lease to the extent to which it is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability, as provided in the preceding subdivisions of this Paragraph. Nothing contained in this subparagraph 10E shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease.

F. In the event (i) of a sale, transfer for value by the Landlord herein, or its successors or assigns, of its interest in the Building and/or Property as described herein; or (ii) the Landlord herein, or its successors or assigns, intend to demolish the Building (the Building shall be deemed demolished for the purpose of this paragraph even though all or part of the foundation, or all or part of the steel structure, roof and exterior walls of the building shall remain), or decide to make a substantial alteration to the Building, or to the Premises; or (iii) the Landlord herein or its successors or assigns enters into a lease (a) covering the entire Premises under the Lease or, (b) the entire Building (including or excluding the land thereunder); or (iv) the Landlord or its successors or assigns shall sell or transfer the Building of which the Premises form a part then in any of the aforesaid events, (i) through (iv), the Landlord herein, its successors or assigns shall have the option to cancel this

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Lease and the term hereof by Notice to the Tenant at least one hundred eighty (180) days prior to the effective date of such cancellation (the "Cancellation Date") and this Lease and the term hereof shall end and expire on the Cancellation Date set forth in such notice as if such date were the date originally set forth herein for the end or expiration of this Lease and the term hereunder.

11. DEFAULT BY TENANT - LANDLORD'S REMEDIES.

A. Events of Default; Remedies. The following shall constitute "Events of Default": (i) Tenant's failure to pay any rent or additional rent on or before the fifth (5th) day after the same is due and payable; or (ii) Tenant's failure to observe or perform any item, covenant, or condition of this Lease on Tenant's part to be observed and performed (other than the covenant to pay any and all Rent) and Tenant shall fail to remedy such default within thirty (30) days after Notice by Landlord to Tenant of such default; or (iii) the entry against Tenant of a decree or order for relief in an involuntary case under the federal bankruptcy laws (as now or hereafter constituted) or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, trustee, custodian, sequester (or similar official) for Tenant or for any substantial part of Tenant's property, or an order for the winding-up or liquidation of Tenant's affairs; or (iv) the commencement by Tenant of a voluntary case under the federal bankruptcy laws (as now constituted or hereafter amended) or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Tenant to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequester (or similar official) for Tenant or for any substantial part of Tenant's property, or the making by Tenant of any assignment for the benefit of creditors, or the failure of Tenant generally to pay its debts as such debts become due, or the taking of corporate action by Tenant in furtherance of any of the foregoing; or (v) levy upon or attachment under process against the Premises or Tenant's effects or interest therein. Upon the occurrence of any event of default beyond applicable notice and cure period, Landlord, at its option, may, during continuance of such default, terminate this Lease. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess the Premises by any applicable action or procedure; and, subject to applicable law, remove all persons and effects therefrom.

B. Right to Re-Let. Landlord, on Tenant's behalf upon Tenant's default or breach of this Agreement, as set forth in Subparagraph 11A above, may re-let the Premises at the price obtainable by reasonable effort, without advertisement, and by private negotiations and for any term Landlord deems proper. If Landlord retakes possession of the Premises for its own account or for the account of Tenant, Landlord shall exercise good faith efforts in attempting to relet the Premises to mitigate damages. Tenant shall be liable to Landlord for the deficiency, if any, between the amount of all Rent "reserved" in this Lease and the Net Rent (defined below), if any, collected by Landlord in rerenting the Premises. "Net Rent" is gross rents collected less all reasonable expenses or costs of whatsoever nature incurred by Landlord in releasing the Premises, including, but not limited to attorneys' fees incurred in retaking possession of the Premises and/or negotiating a new lease for the Premises, broker's commissions with respect to the releasing of the Premises only, rent concessions with respect to the Premises only and the cost of renovating or remodeling the Premises. The term "reserved" as applied to Rent shall mean any and all payments to which Landlord is entitled hereunder during the entire term (Initial Term or Renewal Term if renewed, as the case may be) of this Lease.

C. Costs. In the event Landlord elects to terminate this Lease as hereinabove provided and Tenant does not pay the accelerated rent pursuant to Subparagraph 11D below, Landlord may, in addition to other remedies it may have, recover from Tenant all damages Landlord may incur by reason of such default, including the cost of recovering the Premises, reasonable attorneys' fees to the prevailing party, together with the

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unamortized (amortized over the Initial Term of this Lease on a straight line basis and determined as of the first date on which Rent was due but not paid) portion of a of leasing commissions, and any other cash concession in connection with this Lease (which shall be amortized over the Initial Term of this Lease), all of which amounts shall be immediately due and payable from Tenant to Landlord.

D. Acceleration of Rent. Upon Tenant's default and the termination of this Lease as aforesaid, all Monthly Rent, all CAM Expense (based upon Tenant's historical predominance) and any other charges and assessments against Tenant due or to become due under this Lease during the Initial Term or the Renewal Term, if renewed, as if the same had not been terminated, shall immediately become due and payable.

E. Remedies Non-Exclusive. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, whether at law or in equity.

F. Landlord's Lien. Tenant hereby pledges and assigns to the Landlord all the furniture, fixtures, goods and chattels of said Tenant, which shall or may be brought or put on said premises, as security for the payment of the rent and additional rent herein reserved, and the Tenant agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of said Landlord. Tenant hereby authorizes Landlord to file a UCC-1 financing statement evidencing the security interest of Landlord as contained herein, with or without the signature of Tenant as debtor. Tenant expressly waives the requirement under section 83.12 of the Florida Statutes that the Plaintiff in Distress for Rent action files a bond, it being understood that no bond shall be required in such action. If in accordance with the provisions of this Lease, Tenant assigns or sublets all or any part of the Premises, Landlord also shall have a lien for rent on the described property of the assignee or sub lessee.

G. Right to Cure Default. All agreements, covenants, conditions and provisions to be performed or observed by Tenant under this Lease shall be at its sole cost and expense and without any abatement of Rent, except as otherwise specifically provided herein. If Tenant shall fail to pay any sum of money other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, after providing the required notice and after expiration of there applicable cure period, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed hereunder. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Landlord within ten (10) days of Landlord's Notice demanding payment, together with interest thereon at the maximum rate of interest permitted to be contracted for by applicable law. Interest shall accrue from the date of expenditure by Landlord to the date of repayment by Tenant, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

12. LANDLORD'S LIABILITY.

The term "Landlord" as used in this Lease shall mean only the owner or mortgagee in possession for the time being of the Building or the owner of a leasehold interest in the Building or the land directly hereunder so that in the event of sale of said Building or leasehold interest or an assignment of this Lease, upon Notice to Tenant of such transfer and written assumption by such successor in writing of all obligations arising subsequent to such transfer, the selling or assigning Landlord shall be and is hereby entirely freed and relieved of all obligations of Landlord subsequently accruing, except for uncured Landlord defaults which exist on the date

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of transfer and Landlord's indemnification obligations hereunder which relate to matters arising during that part of the term of this Lease during which Landlord owned the Building, for which Landlord shall continue to be liable notwithstanding the transfer of its interest in the Building or Premises. It is specifically understood and agreed that there shall be no personal liability of Landlord in respect of any covenant, condition or provisions of this Lease; in the event of a breach or default by Landlord or any of its obligations under this Lease, Tenant shall look solely to Landlord's right, title and interest in the Building, including, but not limited to the sale proceeds therefrom, insurance proceeds, condemnation proceeds, rent proceeds and insurance proceeds maintained by Landlord as provided herein with respect to Landlord's contractual indemnity obligations contained herein, for the satisfaction of Tenant's remedies.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not, without the prior written consent of Landlord, which said consent shall not be unreasonably withheld assign this Lease or any interest hereunder, or sublet the Premises or any part thereof; or permit the use of the Premises by any party other than Tenant. Any assignment, subletting, or change of tenancy is subject to a payment to Landlord of a change of tenancy fee equal to one-half (1/2) months' full Rent, payable at the time of Landlord's consent to such assignment. As used herein the term "subtenant" shall include any assignee of the Lease or any interest therein. Tenant shall submit to Landlord a written request for the consent of the Landlord to such assignment or subletting which request shall be accompanied by the name of the subtenant, a copy of the fully executed sublease which sublease shall be solely conditioned upon Landlord's consent thereof; the nature and character of the business of the proposed subtenant, the proposed use of the Premises, current financial information on the subtenant, and such additional information as Landlord may reasonably request. Consent by Landlord to one assignment or sublease shall not constitute a waiver of the requirement for Landlord's consent in the future, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder without, however relieving Tenant of its liability under this Lease.

Tenant agrees that the instrument by which any assignment or subletting consented to by Landlord is accomplished shall expressly provide that the assignee or subtenant will perform and observe all (in the case of an assignee) or to that portion applicable to part of the Premises being sublet (in the case of a subtenant) the agreements, covenants, conditions and provisions to be performed and observed by Tenant under this Lease as and when performance and observance is due and that Landlord shall have the right to enforce such agreements, covenants, conditions and provisions directly against such assignee or subtenant. Tenant shall in all cases remain primarily responsible for the performance by any subtenant or assignee of all such agreements, covenants, conditions and provisions. Any assignment or subletting without an instrument containing the foregoing provision shall be void and shall, at the option of the Landlord, constitute a default hereunder entitling Landlord, among its remedies, to terminate this Lease.

Any subtenant's use of such space shall be in conformance with the terms of this Lease including, without limitation, the use requirements and prohibitions contained herein. Additionally, Tenant shall not sublease any of such space to any subtenant who is or might become engaged in any activity which does or could, in the opinion of Landlord, generate excessive flow of customers or invitees to or from such space, nor to any subtenant that is or could become engaged in any activity the conduct of which would be considered by reasonably prudent operators of retail or office buildings in the area of the Premises to be inconsistent with the operation of a first-class retail or office building in such area or inconsistent with this Lease.

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Tenant shall give Landlord Notice of its desire and intention to sublease all or some portion of such space not less than sixty (60) days prior to the commencement of the term of any sublease, and shall, at the same time, furnish Landlord the items required by the first paragraph of this Paragraph 13, and Landlord shall have thirty (30) days following the receipt of such Notice and items within which to give Notice to Tenant of its consent to such sublease.

The following are additional conditions and restrictions upon assignment or subletting by Tenant:

A. Any sublease shall be expressly subject and subordinate to all of the terms and provisions of the Lease;

B. Tenant agrees not to list or otherwise publicly advertise the Premises for assignment or subletting at a rental rate less than (a) the rate of the Rent then payable hereunder for the Premises or (b) the rate at which Landlord is then offering comparable space in the Building (and Landlord agrees, upon written request from Tenant, to advise Tenant of such rate), whichever is lower, but may negotiate a lesser rate;

C. Tenant agrees not to offer to assign nor sublet to a party which is already a tenant of the Building or Property or to a subsidiary, an affiliate, or a parent of a tenant of the Building or Property;

D. If Tenant shall sublet or assign all or a portion of the Premises for a rental in excess of the total Rent stipulated herein, which is or may become due and owing, then Tenant shall pay to Landlord as additional rent all of such excess amount. In addition, Tenant shall also pay to Landlord, as additional rent, all other profit, gain, or consideration realized by Tenant in connection with the subletting or assignment. Profit, gain or consideration resulting from the sale of the Tenant or Tenant's business shall not be deemed to be additional rent;

E. Such subletting or assignment shall not cause Landlord any cost, and if Landlord incurs any cost whatsoever, then Tenant agrees to pay the same as additional rent;

F. Tenant shall not sublease or assign any portion of the Premises to any party if such sublease or assignment would violate the exclusivity clause contained in any lease affecting any portion of the Property;

G. With respect to subletting less than all the Premises, Tenant at its sole cost and expense, shall provide and permit reasonable means of ingress to and egress from the space sublet by Tenant; and

H. If Landlord consents to an assignment of the Lease or a sublease of the Premises, Tenant shall be released from its obligations under this Lease.

I. If Tenant is a corporation, or if Tenant is a general or limited partnership or limited liability company having a corporation as a general partner or managing member, then a sale, assignment, transfer, exchange or other disposition of more than a majority of the stock in such corporation, or a merger, consolidation or other combination of such operation, shall be deemed an assignment which is subject to the provisions of this Paragraph 13. If Tenant is a general or limited partnership or a limited liability company, then the sale, assignment, transfer, exchange or other disposition of more than a majority of the general partner or managing member's interest in the Tenant, the substitution of a general partner or managing member in the Tenant, the addition of a general partner or managing member in the Tenant, or the transfer of a of the partners'

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interests in the partnership or the members' interests in the limited liability company shall be deemed an assignment which is subject to the provisions of this Paragraph 13. For purposes of this Lease, a joint venture shall be deemed to be a partnership and a joint venturer a partner.

If Tenant's interest in this Lease is assigned or if the Premises or any part thereof are sublet to, or occupied by, or used by, any one other than Tenant, whether in violation of this Paragraph 13 or not, Landlord may, after default by Tenant, accept from any assignee, sub lessee or any one who claims a right to the interest of Tenant under this Lease or who occupies any part or the whole of the Premises the payment of Rent and/or the performance of any of the other obligations of Tenant under this Lease, but such acceptance shall not be deemed to be a waiver by Landlord of the breach by Tenant of the provisions of this Paragraph 13, nor a recognition by Landlord that any such assignee, sub lessee, claimant or occupant has succeeded to the rights of Tenant hereunder; nor a release by Landlord of Tenant from further performance by Tenant of the covenants on Tenant's part to be performed under this Lease; provided, however, that the net amount of rent collected from any such assignee, sub lessee, claimant or occupant shall be applied by Landlord to the Rent to be paid hereunder.

14. CONDEMNATION.

A. If the whole of the Building or the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purposes, this Lease and the term and estate hereby granted shall terminate as of the date of vesting of title on such taking (herein called "Date of the Taking"), and the Rent shall be prorated and adjusted as of such date.

B. If any part of the Building or the Premises less than the whole shall be so taken, this Lease shall be unaffected by such taking, except that (a) if thirty percent (30%) or more of the Building shall be so taken, Landlord may, at its option, terminate this Lease by giving Tenant Notice to that effect within ninety (90) days after the Date of the Taking, and (b) if fifty percent (50%) or more of the Floor Area of the Premises shall be so taken and the remaining part of the Premises shall not be reasonably sufficient for Tenant to continue feasible operation of its business, Tenant may terminate this Lease by giving Landlord Notice to that effect within ninety (90) days after the Date of the Taking. This Lease shall terminate on the date specified in such Notice from Landlord or Tenant to the other, provided that such date shall be not less than ninety (90) days after the giving of such Notice, and the Rent shall be prorated and adjusted as of such termination date. In the event the Lease is not terminated as aforesaid, upon such partial taking, Monthly Rent, Tenant's Proportionate Share, and the percentage rent breakpoint, if any, shall be equitably adjusted.

C. If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the term of this Lease, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's property, for moving expenses, and that portion, if any, which represents reimbursement for the cost of restoration of the Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to be responsible for all of its obligations hereunder insofar as such obligations are not affected by such taking and shall continue to paying full the Base Rent and CAM Expense when due. If the period of temporary use or occupancy shall extend beyond the expiration date of this Lease, that part of the award which represents compensation for the use and occupancy of the Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive so much thereof as represents the period up to and including such expiration date and Landlord shall receive so much thereof as represents the period after such expiration date.

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D. In the event of a taking of less than the whole of the Building and/or the Property which does not result in the termination of this Lease, or in the event of a taking for a temporary use or occupancy of all or any part of the Premises which does not result in a termination of this Lease, Landlord, at its expense, and whether or not any award or awards shall be sufficient for the purpose, shall proceed with reasonable diligence to repair any remaining parts of the Building and the Premises (other than Tenant's property) to substantially their former condition to the extent that the same may be feasible (subject to reasonable changes which Landlord shall deem desirable) and so as to constitute a complete and rentable Building and Premises.

15. INSPECTIONS AND ACCESS TO PREMISES.

Landlord or Landlord's agents shall have the right to enter the Premises at all times subsequent to reasonable notice to Tenant (except that no such notice shall be required in the case of an emergency) to examine the Premises, to survey the Premises, to show the prospective purchasers, mortgagees or lessees of the Building or space therein, and to make such reasonable repairs, alterations, improvements or additions as Landlord may deem necessary or desirable to the Premises or to any other portion of the Building or which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this Lease, or for the purpose of complying with laws, regulations or other requirements of government authorities. Landlord shall be allowed to take all material into and upon the Premises that may be required in connection with said activity without the same constituting an eviction or constructive eviction of Tenant in whole or in part and the Rent shall not otherwise abate while said activity is being conducted, by reason of loss or interruption of business of Tenant, or otherwise, so long as Landlord's activities do not unreasonably interfere with the operation of Tenant's business.

16. SUBORDINATION AND LEASE AMENDMENT.

This Lease shall be subject and subordinate to any mortgages which may now or hereafter affect this Lease or the Property and to all renewals, extensions, supplements, amendments, modifications, consolidations and/or replacement of the underlying mortgages and/or declarations of condominium. This clause shall be self-operative and no further instrument of subordination shall be required to make the interest of any lessor under an underlying land lease or mortgagee of any mortgage or declaration of condominium superior to the interest of Tenant hereunder. However in confirmation of the subordination set forth in this Paragraph 16, Tenant shall, at Landlord's request, execute and deliver such further instruments as may be desired by any holder of a mortgage or by any lessor under any such underlying land leases and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant if Tenant is unable to provide such certificate or certificates within ten (10) days of Landlord's request. In the event Landlord's mortgagee shall reasonably require any changes in or additions to this Lease, Tenant hereby agrees to amend this Lease to effect such changes or additions and Landlord shall bear the full expense of the preparation and recording of the necessary written instruments; provided, however, nothing in this Paragraph 16 shall obligate Tenant to agree to any change in the amount of Rent required of Tenant hereunder, or to any change in the term of this Lease.

At any time, and from time to time, but on not less than ten (10) days' Notice by Landlord, Tenant will execute, acknowledge and deliver to Landlord, promptly upon request, an estoppel certificate certifying:

A. That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification);

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B. The date, if any, to which Rent and other sums payable hereunder have been paid, and the amount of security deposit and prepaid Rent, if any;

C. That no notice has been received by Tenant of any default which has not been cured except as to default specified in such certificate;

D. That Landlord is not in default hereunder, except as to default specified in such certificate, nor is there now any fact or condition which, with notice or lapse of time or both, will become a default;

E. Such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by any actual or prospective purchaser, mortgagee or beneficiary under any deed or mortgage of the Building or any part thereof; and

If at any time prior to the expiration of the Initial Term or Renewal Term, as applicable, any underlying land lease shall terminate or be terminated for any reason, Tenant agrees, at the election and upon written demand of any owner of the Property or the Building, or of the lessor under any such underlying land lease, or of any mortgagee in possession of the Property or the Building, to attorn, from time to time, to any such owner, lessor or mortgagee, upon the then existing terms and conditions of this Lease, for the remainder of the term originally demised in this Lease, provided that such owner, lessor or mortgagee, as the case may be, or receiver caused to be appointed by any of the foregoing, shall then be entitled to possession of the Premises. Notwithstanding the foregoing, this Lease shall not terminate by reason of the termination of any underlying land lease or declaration of condominium. The provisions of this paragraph shall inure to the benefit of any such owner, lessor or mortgagee, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the terminations of any such underlying land lease or declaration of condominium, and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Tenant, however, upon demand of any such owner, lessor or mortgagee, agrees to execute, from time to time, instruments in confirmation of the foregoing provisions of this paragraph, satisfactory to any such owner, lessor or mortgagee, acknowledging such attornment and setting forth the terms and conditions of its tenancy. Nothing contained in this paragraph shall be construed to impair any right otherwise exercisable by any such owner, lessor or mortgagee.

17. INDEMNITY.

Tenant covenants and agrees to indemnify and save Landlord and its agents harmless from and against any and all claims, liabilities, fines, damages, penalties, suits, and expenses of all kinds or nature, including reasonable attorneys' fees, disbursements and costs, including those for appellate matters, which may be imposed upon or incurred by or asserted against Landlord by reason of or arising out of (i) any occurrences within the Premises (except when such injury, loss or damage results from the negligence of Landlord, its agents or employees); or (ii) any negligent or intentional acts of Tenant, its agents, employees, guests, invitees or contractors. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.

18. INSURANCE.

A. The Tenant covenants to provide on or before the Commencement Date and keep in force during the Term of this Lease, a commercial general liability insurance and excess liability policy insuring

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the Landlord and Tenant against bodily injury, property damage and personal injury This policy shall be in the minimum amount of One Million Dollar (\$1,000,000.00) combined single limit coverage per occurrence with not less than a One Million Dollar (\$1,000,000.00) umbrella over the basic coverage. The policies shall include a Broad Form General Liability endorsement, and a Fire Legal Liability endorsement.

B. Tenant, at its expense, shall maintain at all times during the term of this Lease, "all risk" property insurance covering all of the Tenant's personal property, the Tenant Improvements, and other improvements and betterments for the full insurable value thereof; to include a replacement cost endorsement, written by a good and solvent insurance company qualified to do business in the State of Florida, naming Tenant as the insured. The original policies or certificates thereof, together with evidence of payment therefor shall be delivered to Landlord prior to the Commencement Date. Tenant shall renew said policy not less than thirty (30) days prior to the expiration date thereof from time to time, and furnish said renewals and evidence of payment therefor to Landlord. Each such policy shall be non-cancelable for any cause and not be materially changed without first giving Landlord thirty (30) days Notice.

C. During the entire term hereof, Tenant covenants to keep in full force and effect, at its own cost and expense, Rent Insurance covering all risk coverage, including, but not limited to the perils of fire, extended coverage and vandalism with loss for rent payable to the Landlord, in an amount equal to the Base Rent plus a sum equal to the previous year's CAM Expense obligation to the Landlord hereunder.

D. The forgoing policies shall be written by good and solvent insurance companies qualified to do business in the State of Florida and approved by Landlord and shall include the Landlord and Landlord's agent as additional named insured. The original policies or certificates thereof, together with evidence of payment therefor, shall be delivered to Landlord prior to the Commencement Date. Tenant shall renew said policies not less than thirty (30) days prior to the expiration date thereof, from time to time, and furnish said renewals and evidence of payment therefor to Landlord. Such policies or certificates shall contain a provisions that the insurer will not cancel or materially change the policy without first giving Landlord thirty (30) days prior written notice.

19. HOLDING OVER.

Tenant acknowledges that possession of the Premises must be surrendered to Landlord at the expiration or sooner termination of the Term of this Lease. Tenant agrees to indemnify and save Landlord harmless against all costs, claims, loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises as aforesaid will be extremely substantial, will exceed the amount of the Monthly Rent and CAM Expense theretofore payable hereunder, and will be impossible to accurately measure. Tenant therefor agrees that if possession of the Premises is not surrendered to Landlord on the date of the expiration or sooner termination of the Term of this Lease, then Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in the Premises after the expiration or sooner termination of the Term of this Lease, without the express written consent and approval of Landlord, a sum equal to twice the aggregate of that portion of the Monthly Rental and CAM Expense (determined on an historical basis by Landlord) which was payable under this Lease during the last month of the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Term of this Lease. The provisions of this Paragraph shall survive the expiration or sooner termination of the term of this Lease.

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20. ENTIRE AGREEMENT - NO WAIVER.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. The failure of either party to insist in any instance on strict performance of any covenants or condition hereof; or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally but only by an agreement in writing signed by both parties hereto.

21. WAIVER OF JURY TRIAL.

LANDLORD AND TENANT EACH HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

22. HEADINGS.

The headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. NOTICES.

Any notice required or permitted hereunder to be given by either party to the other and denominated a "Notice" herein shall be valid only if in writing and shall be deemed to be duly given only if delivered personally, sent by overnight courier or sent by registered or certified, postage prepaid U.S. Postal Service mail addressed

(i) If to Tenant, at: the address set forth in this Lease,

With a copy to:


Stephen J. Padula, Esquire
Padula Bennardo Levine, LLP
3837 NW Boca Raton Boulevard, Suite 200
Boca Raton, Florida 33431

(ii) If to Landlord, at: Investments Limited
C/O James H. Batmasian
215 North Federal Highway, Suite 1
Boca Raton, Florida 33432

or at such other address for either party as that party may designate by Notice to the other, Notice shall be deemed given, if delivered personally, upon delivery thereof; or if mailed, upon the posting thereof with sufficient postage affixed.

24. HEIRS AND ASSIGNS - PARTIES.

A. The provisions of this Lease shall bind and insure to the benefit of the Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns (subject to the provisions hereof

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relating to restrictions on Tenant's ability to assign), it being understood that the term "Landlord" as used in this Lease, means only the owner of the Property and the Building of which the Premises are a part. Should the Building be severed as to ownership by sale and/or lease, then the owner of the entire Building or less of the entire Building that has the right to lease space in the Building to tenants shall be deemed the "Landlord". Tenant shall be bound to any such succeeding party landlord for performance by Tenant of all the terms, covenants, and conditions of this Lease and agrees to execute any commercially reasonable attornment agreement not in conflict with the terms and provisions of this Lease at the request of any such succeeding Landlord.

B. The parties "Landlord" and "Tenant", and pronouns relating thereto, as used herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

25. ATTORNEYS' FEES.

If any action is brought by either Landlord or Tenant against the other relative to the enforcement of the terms, provisions, covenants and conditions of this Lease or in regard to another matter relating to the Lease, the party in whose favor a final unappealable judgment shall be entered shall be entitled to recover court costs incurred and reasonable attorneys' and legal assistants' fees, including, without limitation, such fees in trial, post-judgment, appellate and bankruptcy proceedings.

26. TIME OF ESSENCE.

Time is of the essence of this Lease.

27. PREPAID RENTS AND SECURITY DEPOSIT.

Upon the execution of this Lease, Tenant agrees to pay to Landlord December 2019 Rent, last month's rent, and a security deposit equal to four (4) month's Rent (the "Security Deposit"). The foregoing prepaid rents and Security Deposit shall be collectively known as the "Move-in Costs"). This Security Deposit shall be used as security for the full and faithful performance and observance by Tenant of the covenants, terms and conditions of this Lease, including, without limitation, the payment of Monthly Rent, CAM Expense and any other charges payable under this Lease. It is agreed and acknowledged by Tenant that the Security Deposit is not an advance payment of Rent or a measure of Landlord's damages in the case of default by Tenant. Upon the occurrence of an event of default under this Lease, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of all or any part or component of any payments due to Landlord by Tenant hereunder, or any other sum as to which Tenant is in default, or for the payment of any other injury, expense or liability resulting from any event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand an amount necessary to restore the Security Deposit to its original amount. Provided that Tenant is not in default of any of the terms of the Lease beyond applicable cure periods prescribed in this Lease, Landlord shall refund a portion of the Security Deposit equal to three (3) month's Rent within fifteen (15) days of (i) the anniversary date of the second (2nd) Lease Year; and (ii) Tenant written demand for the security deposit. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the remainder of the Security Deposit shall be returned, without interest, to Tenant within thirty (30) days after the expiration of the term of this Lease provided that the Premises are delivered to Landlord in accordance with the terms hereof.

28. COMMON AREAS AND PARKING ARRANGEMENTS.

A. Use of Common Areas. In addition to the Premises, Tenant shall have the right to non-

Tenant's Initials: 

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exclusive use, in common with Landlord, other tenants, and the guests, employees and invitees of same of (a) Property driveways and footways, and (b) such loading and other facilities in the Property as may be designated from time to time by Landlord, subject to the terms and conditions of this Lease, and to the Rules and Regulations for the use thereof as prescribed from time to time by Landlord. The Common Areas are subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify and change and enforce from time to time Rules and Regulations with respect to the Common Areas so long as such rules are not discriminatory against Tenant. Tenant agrees to abide by and conform to such rules and regulations. Neither the designated parking areas nor any Common Area shall be used by Tenant, or any agent or employee of Tenant, for any advertising, political campaigning or other similar use, including without limitation, the dissemination of advertising or campaigning leaflets or flyers. In the event Landlord deems it necessary to prevent public access to the Building, Landlord may from time to time temporarily close portions of the Common Areas, and may erect private boundary markers or take such steps as deemed appropriate for that purpose but in so doing Landlord agrees to use its best efforts to prevent any such action from having a material adverse effect upon the business of Tenant.

B. Use of Designated Parking areas. Tenant, its customers and its employees, shall have the non-exclusive right to park standard-size automobiles in those parking spaces in the designated parking area(s) designed for such use by Landlord during the term of this Lease excluding, however, trucks, commercial vehicles and campers in excess of one ton capacity or possessing more than four (4) wheels, and vehicles with a height of greater than 6'8", a length greater than 17'6" or a width greater than 8'. Tenant's use of the such parking spaces shall be non-exclusive, it being understood that the parking spaces in the designated parking area(s) by Landlord for use by Tenant, its customers and employees, are open to others on a "first-come, first served" basis. Landlord cannot guarantee that there will be parking spaces available for the use of Tenant, its customers or employees, at all times or at any particular time. Landlord reserves the right to utilize portions of the designated parking area(s) in a "valet" style parking program at rates and under such rules and regulations as Landlord may establish, from time to time, at Landlord's sole discretion. Tenant agrees to cause all parties using parking spaces, including Tenant's employees and customers, to comply with the terms of this Lease regarding parking.

29. RULES AND REGULATIONS.

Tenant shall observe and comply with the Rules and Regulations annexed hereto as Exhibit "D" and made a part hereof; and such further reasonable rules and regulations as Landlord may prescribe on Notice to Tenant for the safety, care and cleanliness of the Building and Property and the comfort, quietness and convenience of other occupants of the Building. Landlord shall enforce the Rules and Regulations in a consistent manner without discrimination against or in favor of any particular tenant. If there is any conflict between the terms of this Lease and the Rules and Regulations, the terms of this Lease shall control.

30. BROKER.

Tenant warrants and represents that it has negotiated this Lease directly with Landlord, and has not authorized or employed, or acted by implication to authorize or to employ, any real estate broker or salesman to act for Tenant in connection with this Lease. Landlord warrants and represents that it has not authorized or employed, or acted by implication to authorize or to employ, any real estate broker or salesman to act for Landlord in connection with this Lease.

31. INTENTIONALLY OMITTED.

32. INTENTIONALLY OMITTED.

33. QUIET ENJOYMENT.

Tenant's Initials: 

Provided Tenant has performed all of the terms, covenants, agreements and conditions of this Lease, including the payment of Rent and all other sums due hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises against Landlord and all persons claiming by, through or under Landlord, for the term herein described, subject to the provisions and conditions of this Lease.

Landlord agrees to make reasonable efforts to protect the Tenant from interference or disturbance by third persons; however, the Landlord shall not be liable for any such interference or disturbance, whether caused by other tenants of the Landlord or other persons, nor shall the Tenant be released from any of the obligations of this Lease because of such interference or disturbances; provided, however, that the foregoing shall not apply if such disturbance or interference with Tenant's possession of the Premises is due to Landlord's default under this Lease or if it is due to Landlord's or its agent's or employees' negligent or intentional acts.

34. FORCE MAJEURE.

Neither Landlord nor Tenant shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by "Force Majeure", which shall mean labor controversies, strikes and lockouts (whether lawful or not) either industry-wide or with third parties other than Landlord and Tenant, respectively, acts of God, material or labor unavailability, inability to obtain fuel or power, catastrophes, national or local emergencies, restrictions by any governmental authority, civil riots, floods, and any other causes not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence, Landlord or Tenant, respectively, is unable, wholly or in part, to prevent or overcome. Lack of money shall not be deemed Force Majeure.

35. RELATIONSHIP OF THE PARTIES.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Tenant acknowledge and agree that, except as provided in the following sentence, the terms, conditions, provisions, covenants and agreements of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. Notwithstanding the preceding sentence to the contrary, Tenant shall have the right to disclose the terms, conditions, provisions, covenants and agreements of this Lease to their respective attorneys, accountants, lenders and any potential assignee of this Lease or subtenant of the Premises. Any violation of this covenant by Tenant shall be deemed a Default under this Lease and subject to remedies as set forth hereunder.

36. AUTHORITY.

Each person executing this Lease on behalf of Tenant does hereby covenant and warrant that (i) the execution and delivery of this Lease is within the authority of the person doing so on behalf of Tenant; and (ii) if Tenant is a corporation or limited liability company, that it is duly organized and validly existing under the laws of the state of its formation, is authorized to transact business in the State of Florida, with full legal power and authority to perform its obligations as contemplated by this Lease.

37. NO COUNTERCLAIM.

It is mutually agreed that in the event Landlord commences any summary proceeding for possession of the Premises due strictly to a monetary default under the Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding. In the event Landlord commences a summary proceeding and Tenant shall attempt to interpose a counter-claim and notwithstanding Landlord's objection and the provisions of this Lease that the interposing of that counter-claim is not permitted, Tenant agrees and confirms that it shall deposit with the Registry of the Court, the amount of rent and CAM Expense as demanded in a summary proceeding instituted by Landlord. Tenant grants jurisdiction to the Court in such proceeding to require such deposits be made as a condition precedent to the determination of whether the interposing of a counter-claim shall be permitted notwithstanding the provisions of this paragraph to the contrary. Nothing contained in this Section 37 shall diminish Tenant's right to file counterclaims for any other reason and to file a separate suit against Landlord for any and all claims Tenant would have otherwise pled in any counterclaim.

38. RADON GAS.

Pursuant to Florida law Landlord notifies Tenant of the following:

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

39. HAZARDOUS SUBSTANCES.

A. Definitions. The following terms as used in this Paragraph 39 shall have the meanings set forth below:

(a) "Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, including, but not limited to any flammable explosives, radioactive materials, friable asbestos, PCB's, electrical transformers, batteries, paints, solvents, chemicals, petroleum products, or other man-made materials with hazardous, carcinogenic or toxic characteristics, and such other solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant, or animal health or well-being, and those substances, materials, and wastes or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as a "hazardous substance", "hazardous waste", "hazardous materials", "toxic substances", "contaminants", or other pollution under any applicable Environmental Laws.

(b) "Environmental Laws" shall mean any applicable present or future federal, state or local laws, ordinances, rules or regulations pertaining to Hazardous Substances, industrial hygiene, indoor air quality, OSHA regulations or environmental conditions.

(c) "Claims" shall mean, individually and collectively, any claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities, sums paid in settlement, interest, losses or expenses incurred by Landlord (including reasonable attorneys' and legal assistants' fees, whether incurred in enforcing this Lease, collecting any sums due hereunder, settlement negotiations, at trial, appeal or in bankruptcy proceedings), consultant fees and expert fees, together with all other

costs and expenses of any kind or nature, that arise directly or indirectly from or in connection with Tenant's disposal, handling, use, storage, or transportation of Hazardous Substances within the Premises, Building, or Property in violation of the Environmental Laws, whether occurring or suspected to have occurred before, on or after the date of this Lease.

B. Tenant shall indemnify and hold Landlord harmless from all Claims resulting from any violations or alleged violations by Tenant, Tenant's employees, licensees, invitees or agents of any Environmental Laws. This indemnity shall survive the expiration or early termination of the Lease. Notwithstanding the foregoing, Tenant shall not be responsible or liable for the presence or storage of Hazardous Substances, including but not limited to, asbestos, which exist in the Building or the Property (exclusive of the Premises), unless any such responsibility or liability arises as a result of Tenant's or its employees', agents' or contractors' acts or omissions or the construction of the Tenant Improvements. Landlord hereby represents and warrants to Tenant that there are no Hazardous Substances in the Building (exclusive of the Tenant Improvements) in violation of any Environmental Laws. If the Building (exclusive of the Premises) is in violation of the Environmental Laws as a result of acts or omissions of Landlord or Landlord's agents, employees, or contractors, Landlord, at its sole cost and expense, shall be responsible for removal, remediation, and/or encapsulation of the same as required by the Environmental Laws. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including reasonable attorneys' and legal assistants' fees, whether incurred in enforcing this paragraph, collecting any sums due hereunder, settlement negotiations, at trial, appeal or in bankruptcy proceedings) incurred by Tenant and directly arising out of or related to any breach by Landlord of Landlord's representations and warranties or covenants contained in this Paragraph 39, which indemnity shall survive the expiration or early termination of the Lease.

40. SAVING PROVISION.

If any provision of this Lease, or its application to any situation shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application thereof to situations other than that as to which it is invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

41. REMEDIES CUMULATIVE.

The rights given to Landlord herein are in addition to any rights that may be given to Landlord by a statute or under law.

42. EFFECTIVENESS OF LEASE.

This Lease shall have no binding force or effect and shall neither confer any rights nor any obligations, including brokerage obligations, on either Landlord or Tenant unless and until both Landlord and Tenant shall execute this Lease.

43. LANDLORD DEFAULT.

If Landlord should fail to perform or observe any covenant, term, provision or condition of this Lease and such default should continue beyond a period of thirty (30) days (or such longer period as is reasonably necessary to remedy such default, provided Landlord shall diligently pursue such remedy until such default is cured) after Notice (the "Default Notice") thereof is given by Tenant to Landlord, then Tenant shall have the right to cure such default, and Landlord shall reimburse Tenant for all reasonable sums expended in so curing said default.

44. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of Florida and venue for any suit, action or other proceeding in regard to or arising out of this Lease shall be exclusively in Palm Beach County, Florida, unless prohibited by applicable law.

45. COUNTERPARTS.

This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

46. NO WAIVER.

The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by landlord of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed in acceptance of a surrender of said Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agents during the term hereby demised shall be deemed in acceptance of a surrender of said Premises and no agreement to accept such surrender shall be aid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of said Premises prior to the termination of the Lease and the delivery of keys to any such agent or employee shall not operate as a termination of the Lease or a surrender of the Premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, as of the day and year first above written.

Signed, sealed and delivered in the presence of

Witness: X [Signature]

Print Name: X Carmen Li

Witness: [Signature]

Print Name: Deron R. Trosky

Witness: [Signature]

Print Name: Jessica Rodriguez

Witness: [Signature]

Print Name: Maria Campese

TENANT:

ONE 11 BOCA, LLC.,
A Florida limited liability company

By: [Signature]
Name: Jose Ambrose
Title: Manager

LANDLORD:

INVESTMENTS LIMITED
As agent for the property owner

By: [Signature]
Name: Deron R. Trosky
Title: President

Exhibit "A"

FLOOR PLAN

NOT A CERTIFIED COPY

Exhibit "B"

SITE PLAN

SUITE

- 9 - THE WISHING WELL
- 10 - AVAILABLE
- 11 - ROYAL PALM NAILS
- 12 - LAMIRAGE SALON
- 14 - TRAVELGROUP INTERNATIONAL
- 15 - HJUNKS SPORTS BAR
- 16A - ICHIYAMI BUFFET & SUSHI
- 16B - FRED ASTAIRE DANCE STUDIO
- 17 - EDWARD JONES INVESTMENTS
- 18 - BOCA BREAKFAST CLUB
- 19 - GIOVANNI'S PIZZA
- 36 - GELATERIA
- 37 - AVAILABLE
- 38/39 - DOMUS RESTAURANT & LOUNGE
- 41 - YAKITORI SAKI HOUSE
- 42 - BACK BAY HAIR SALON
- 43 - THE PLACE FOR KITCHENS
- 44 - RICK SCHIFFMILLER ACCOUNTING
- 44A - TRISH SAVDES STUDIO
- 45 - ADORN BOUTIQUE
- 45A - FRO-YO FRENZY
- 45B - TWENTY TWENTY GRILLE
- 46 - OASIS MEN'S HAIR PLACE
- 47 - ADVANCED AESTHETICS
- 48 - ATHYNATIO
- 50 - STUDIO 306
- 50A - MUMMAV & ASSOCIATES
- 51 - VIANNA BRASIL JEWELRY
- 52A - ROYAL PALM HEARING AID
- 52B - LIFESTYLES OF LYNNE
- 52C - BOCA NAILS
- 53 - YAACOV HELLER GALLERY 22
- 54 - ROYAL PALM ACADEMY
- 55 - SWIMLAND SWIMWEAR
- 56 - PURE BARRE
- 56A - ECLECTICA BOUTIQUE
- 57 - AVAILABLE
- 59 - THE FUNKY BISCUIT
- 59A - STREAMLINE PUBLISHING
- 59B - PAPAGALLERY
- 61 - DRESS 925 JEWELRY
- 62 - BOCAATHLETICA
- 63 - BOUTIQUE
- 66/67 - FARMHOUSE KITCHEN
- 69 - FITSPACE

- 70 - OXYGEN SALON
- 71 - PAT'S WINE BAR
- 72 - GENYSIS TAS HOUSE
- 73 - SHOWTIME
- 74 - VESPRE S'ICILIANI
- 75 - DIPLOMAT CIGAR LOUNGE
- 76 - ANOTHER BROKEN EGG CAFE
- 77 - MANTANA
- 78 - DEVON'S DIAMONDS & DECOR
- 79 - TANJORE INDIAN RESTAURANT
- 80 - GOURMETTYHILE MARKET & CAVIAR BAR
- 81 - CASIMIR BISTRO
- 82 - SAQUELLA CAFE
- 83 - BE-FREIND BOUTIQUE
- 85 - DEBORAH JAMES
- 90 - BIERGARTEN
- 91 - GREENWAVE BODY WAXING
- 91A - REAL ESTATE
- 92 - ROYAL PALM MLDSPA
- 93 - FITS CONSIGNMENT
- 96/9A - GRAND INTERIORS
- 97 - CALIFORNIA CLOSETS
- 98 - SALON 300
- 99 - RISTORANTE SAVORI

THREE STORY

- 100A - BODYTWENTY
- 100B - DIVARA JEWELLERS
- 100C - VICKI SOBLE CCOUTURE
- 100D - DIVASBLISS
- 100E - BELLA DI SOLE BOUTIQUE
- 100F - B REALTORS
- 100G - BRITTANY BURNS BRIDAL
- 100H - EX-TENSIONS STYLING
- 100IU - A PARIS NAIL BAR

TEN STORY

- 101A - CORE MEDICAL GROUP
- 101B - ULTIMATE CRYO
- 101C - OCCUPIED
- 101D - GERVIS DESIGN STUDIO
- 101E - LEMONGRASS
- 101F - MANE BAR - LASH & EXTENSIONS
- 101G - BRAZILLIA MEDSPA
- 101H - FOUR WINDS APOTHECARY
- 101I - FIGURELLA FITNESS
- 101M - CHOP'S LOBSTER BAR

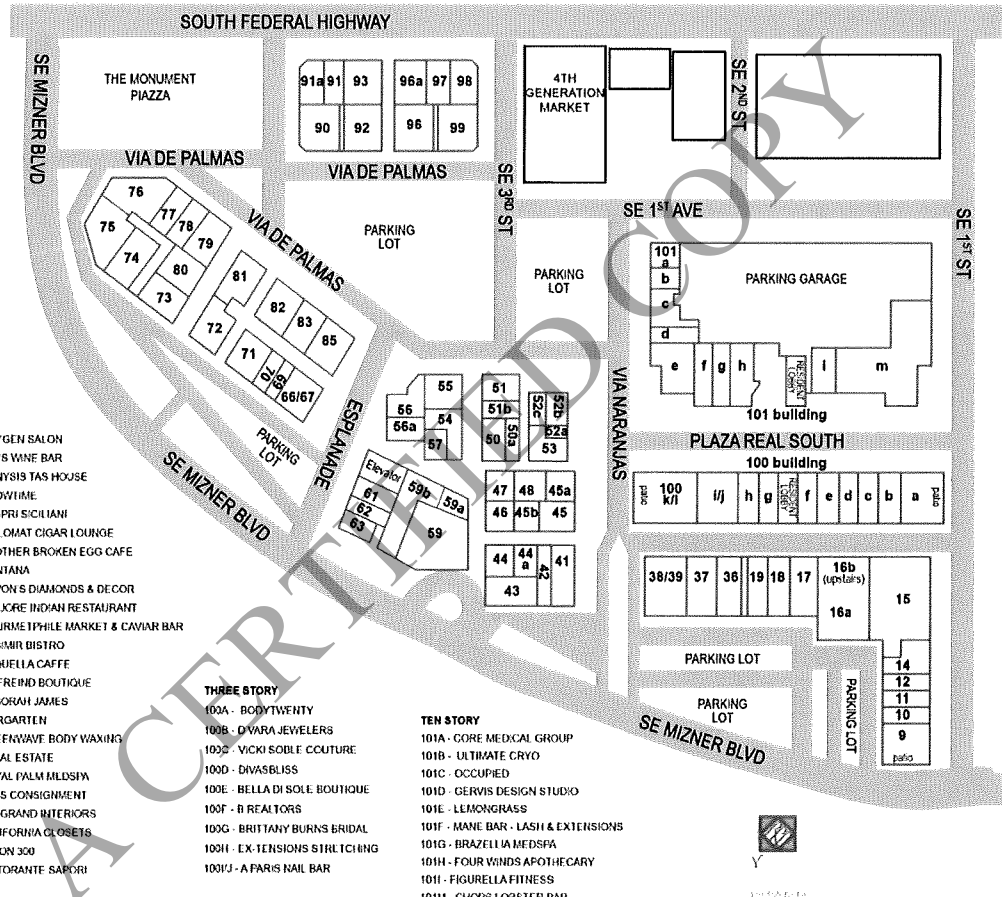


Exhibit "C"

MONTHLY BASE RENT SCHEDULE FOR INITIAL TERM

Base Rent, Lease Year One:	\$6,337.88
Base Rent, Lease Year Two:	\$6,528.01
Base Rent, Lease Year Three:	\$6,723.85
Base Rent, Lease Year Four:	\$6,925.57
Base Rent, Lease Year Five:	\$7,133.33

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Exhibit "D"

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, lobby, elevators, vestibules, stairways, corridors or halls outside the Premises shall not be obstructed or enclosed by any Tenant or used for any purpose other than ingress to and egress from the Premises and Tenant shall not permit any of its employees, agents or invitees to congregate in any said areas. No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises.
2. No awnings or other projections shall be attached to the outside walls of the Building without the express written consent of Landlord, which may be withheld in Landlord's sole discretion. No curtains, blinds (except Building Standard Blinds), shades or screens shall be attached to, hung in, or used without the prior written consent of Landlord. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner, approved by Landlord.
3. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, except for Landlord approved window coverings, nor shall any bottles, parcels or other articles be placed on the window sills.
4. Except as permitted by this Lease, no sign, neon, insignia, advertisement, object notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the exterior of the Premises or the Building (including, but without limitation, windows, doors, and entrance lobbies) without the prior written consent of Landlord. Landlord's failure to enforce this rule shall not be deemed a waiver. In the event of the violation of the foregoing by any Tenant, Landlord may remove the same without any liability, and may charge any expense incurred in such removal to the Tenant or Tenants violating this rule.
5. No article shall be put in front of or affixed to any part of the exterior of the Building without the prior written consent of the Landlord, which consent shall be at Landlord's sole discretion, nor placed in the halls, corridors or vestibules outside the Premises.
6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids, chemicals or other substances shall be thrown or deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees shall have caused the same.
7. No boring, cutting or stringing of wires in violation of applicable laws, codes or regulations shall be permitted, except with the prior written consent of Landlord, and as Landlord may reasonably direct.
8. Other than wheelchairs and single person self-propelled electric transporters aiding handicapped persons, no bicycles, vehicles, animals, fish or birds of any kind shall be brought into or kept in or about the Premises.
9. Nothing shall be done or permitted in the Premises by Tenant which would unreasonably impair or interfere with the use or enjoyment by any other Tenant of any other space in the Building. No Tenant shall throw anything out of the doors, windows or skylights or down the passageways.
10. Tenant, its servants, employees, agents, visitors, or licensees, shall not at any time bring or keep upon the Premises any explosive fluid, chemical or substance, nor any inflammable or combustible objects or materials, in violation of any applicable law, ordinance or governmental regulation.

11. Except for the door to Tenant's secure area, unless Tenant provides Landlord with a duplicate set of keys, additional locks or bolts of any kind which shall not be operable by the master key for the Building shall not be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said master or duplicate key. Each Tenant shall, upon the termination of its tenancy, turn over to the Landlord all keys for stores, offices and toilet rooms, either furnished to, or otherwise proved by, such Tenant. Tenant shall have the right to install additional security systems for the Premises, which systems will be coordinated with those operated by Landlord and its managing agent. Keys or cards used in connection with such systems shall be furnished to Landlord or its managing agent.

12. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates, or any other object or matter of any description must take place during such hours and in such loading areas as Landlord or its agent may reasonably determine from time to time.

13. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant or its affiliates. Tenant shall not use the Premises or any part thereof, or permit the Premises or any part thereof to be used, for auction of merchandise, goods or property of any kind, or for manufacturing, printing or business office reproducing or printing equipment and other business machines except for Tenant's own requirements at the Premises; provided that such use shall not exceed that portion of the mechanical or electrical capabilities of the Building equipment allocable to the Premises.

14. Intentionally Omitted

15. Tenant shall have 24-hour per day access to the Premises subject, however, to Tenant's right to admittance under reasonable regulations prescribed by Landlord, and to require the persons entering the Building to identify themselves and establish their right to enter or to leave the Building.

16. All entrance doors into the Premises shall be left closed by Tenant when the Premises are not in use. Entrance doors shall not be left open at any time.

17. The Premises shall not be used for lodging or for any purpose violating any laws or requirement of public authorities.

18. The requirements of Tenant will be attended to only upon application at the property manager's office located 215 North Federal Highway, Suite 1, Boca Raton, FL 33432.

19. Canvassing, soliciting and peddling anywhere in the Property are prohibited.

20. Intentionally Omitted

21. Tenant shall not take or knowingly permit any action or use of the Premises which would violate any laws or requirements of public authorities; make void or voidable any fire or liability insurance policy then in force with respect to the Building or Parking Areas; make unobtainable from a reputable insurance agency authorized to do business in the State of Florida at standard rates any fire insurance with extended coverage, or liability, elevator or boiler or other insurance required to be furnished by Landlord under the terms of any lease or mortgage to which this Lease is subordinate; cause physical damage to the Building or any part thereof; which would constitute a public or private nuisance; impair the appearance, character or reputation of the building or Parking Areas; discharge objectionable fumes, vapors or odors into the Building air conditioning system or into Building or Parking Areas flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants.

22. Tenant shall not take or knowingly permit any action which would impair or interfere with any of the

Building or Parking Areas services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or Parking Areas or the Premises, or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building or Parking Areas by occasion of discomfort, annoyance or inconvenience to, Landlord of any of the other Tenants or occupants of the Building.

23. Landlord, in its reasonable judgment, reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building or Parking Areas when, in its reasonable judgment, it deems it necessary or desirable for the reputation, safety, care or appearance of the Building or Parking Areas, or the preservation of good order therein, or the operation of maintenance of the Building or Parking Areas or the equipment thereof, or the comfort of Tenants or others in the Building.

24. Other than customary and normal business deliveries, Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse, and the like, shall be kept in suitable, sanitary containers as directed by Landlord, which containers shall be kept within the Premises at all times, and in no event stored outside of the same. Tenant agrees to abide by, at Tenant's sole cost and expense, any recycling requirements of any federal, state or local authorities.

25. Tenant will, at Tenant's expense, maintain the Premises in a clean, orderly and sanitary condition and free of insects, vermin, rodents, and other pests; however, Tenant has no duty to engage any pest control company. Tenant, at Tenant's expense, will provide sufficient refuse, trash, and garbage containers to accomplish the foregoing. During normal working hours all refuse, trash and garbage and containers for the same will be placed in the Premises.

26. Tenant will furnish the Landlord an "after-hours" emergency telephone number, for the sole use of the Landlord at its discretion.

27. Parking

A. Tenant shall comply with such rules and regulations governing the Parking Areas as may be promulgated from time to time by Landlord, including, without limitation, rules and regulations requiring the parking of vehicles in designated spaces or areas or regarding the exclusion or other spaces or areas.

B. Tenant monthly parking, if any, shall be used exclusively by Tenant's officers and employees. In order to assist Landlord, Tenant shall provide Landlord with a list of license plate numbers and automobile descriptions for Tenant's officers and employees, and shall thereafter notify Landlord of any changes to such information. Tenant shall advise each user of any of Tenant's monthly parking privileges of the parking restrictions contained herein (and any subsequent restrictions adopted by Landlord), in writing, and agrees to use reasonably commercial efforts to ensure observance of such restrictions, rules and regulations.

C. Tenant shall not place any signs upon any portion of the Parking Areas.

D. Users of the Parking Areas will take no intentional action which would cause the Parking Areas to be other than in clean, orderly and sanitary condition and free of insects, vermin, rodents, and other pests.

E. Users of the Parking Areas shall not solicit business in the Parking Areas or other portions of the Property nor distribute any handbills or other advertising matter therein.

F. Users of the Parking Areas shall not at any time bring or keep in the Parking Areas for any purpose any hazardous, flammable, combustible or explosive fluid, chemical or substance except for gas in vehicle gas tanks.

G. No repairs, maintenance, or cleaning of vehicles (other than emergency repairs strictly necessary to enable removal of a disabled vehicle) shall be conducted in the Parking Areas or on adjacent streets.

H. Users of the Parking Areas shall comply with all applicable laws, rules and regulations of all federal, state and governmental authorities, agencies and departments now or hereafter in effect relating to its use of the Parking Areas.

I. Tenant, upon Notice: (1) will comply with all applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits concerning use of Parking Areas; (2) will not intentionally engage in any activity which would involve the use (including, without limitation, any temporary, occasional or unplanned use) of the Parking Areas for the storage, use, treatment, transportation or disposal of any chemical, material or substance which is regarded as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local, or other governmental authority.

J. Any vehicle not so registered and left parked in the Parking Areas for more than seven (7) days may be towed by Landlord at Tenant's expense.

K. Landlord reserves the right to alter the Parking Areas systems.

L. Users of Tenant's parking privileges do so at their own risk except for damage caused by negligence or willful misconduct of Landlord, its agents, employees, or contractors. No bailment is created.

28. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises, or any part thereof, other than a Certificate of Occupancy, and if failure to secure such license or permit would adversely affect Landlord, then Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. To the extent Landlord would otherwise be adversely affected, Tenant shall at all times comply with the terms and conditions of each such license or permit, and failure to procure and maintain same by Tenant shall not affect Tenant's obligations hereunder.

29. Tenant shall not at any time use or occupy or suffer or permit anyone to use or occupy the Premises, or do or permit anything to be done in the Premises, in violation of the Certificate of Occupancy for the Premises or for the Building.

30. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot which such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense, in such a manner as shall be sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance.

31. Except as it may be expressly permitted by Tenant's Lease, Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building or Parking Areas or on the roof of the Building or Parking Areas, without Landlord's prior approval in writing and upon such terms and conditions as may be specified in each and every instance.

32. The Premises, the Building (except for restaurant and lounge areas) and the Parking Areas shall be smoke-free. Tenant to the extent reasonably practicable shall enforce a policy of no smoking within the Premises, Building and Parking Areas. Landlord, to the extent reasonably practicable, shall enforce a policy of no smoking within the Building.

Exhibit "E"

UNIFORM SIGN CRITERIA

I. Parapet Sign

Sign Type:	Individual reverse illuminated channel letters.
Location:	Within the sign band area on exterior wall above tenant's premises.
Configuration:	Maximum letter height of 20" and minimum of 12" centered horizontally and vertically within the sign band area over tenants leased space. Two lines of copy not to exceed 20" maximum letter height with a 4" margin (24" overall) if all illuminated.
Maximum area:	Sign area must confirm to City of Boca Raton code.
Colors:	Returns & sides: Semi-gloss black.
Neon:	6500 white.
Transformers:	30 mA, 120 V, 60 Hz, mounted behind parapet with exterior mounted disconnect switch.
Letter style:	Tenants option and on approval of landlord.
Exceptions:	On landlord's approval, a second line of copy with ¼" aluminum pin mounted letters not to exceed 5". Letters to be semi-gloss black.
Construction:	All letters must conform to city and South Florida building codes. All letters must be UL listed. All letters to be 5" in depth and constructed of a minimum of .063 welded aluminum returns and .090 faces. Clear lexan backs.
Installation:	To be performed in accordance with all architecturally accepted methods and meet wind load requirements of a certified State of Florida engineer.
Landlord approval:	Landlords approval is required in writing prior to installation.

II. ID block sign

Sign type:	Surface mounted vinyl letters.
Location:	(Single door) Adjacent to handle side of entrance door; if not possible then opposite side.
Maximum width:	24"
Maximum height:	24"
Material:	High performance, artificial gold leaf vinyl with black trim.
Letter style:	Garamond medium, except that business name may be in custom font.
Decals:	Credit card decals and trade related decals shall not exceed four (4) Square inches each and be displayed below ID block sign, centered.

Store hours: Store hours of operation must be displayed in ID block. Other displays of store hours are not permitted.

III. Under canopy sign

Sign type: Double sided blade sign with decorative aluminum bracket.
Dimensions: 24" x 18"
Location: Mounted to wall adjacent to doorway in common walkway.
Color: Tenants business name and or logo.
Letter style: Tenants choice and per landlord approval.

IV. Window signage

Maximum area: No greater than allowed by city code.
Material: High performance, artificial gold leaf vinyl with black trim.
Landlord: Landlord approval required prior to installation of any window signage.

V. Prohibited signs

1. Signs employing moving or flashing lights.
2. Signs, letters, symbols of any nature painted on windows.
3. Plastic, wood, cloth or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (doors and or windows) of leased premises.
4. Free standing (A-frame) signs in walkways.
5. Roof top signs.
6. Signs advertising a business other than the primary business conducted in the leased premises.
7. Signs prohibited by city ordinances.

"FLOATING" PERSONAL GUARANTY

WHEREAS, INVESTMENTS LIMITED as agent for the property owner (the "Landlord"), and ONE 11 BOCA, LLC., a Florida limited liability company (the "Tenant"), have executed a lease dated October __, 2019 (the "Lease") with respect to certain leased premises located at 111 SE Mizner Boulevard, (RPP 9), Boca Raton, FL 33432 (the "Premises"); and

WHEREAS, the undersigned has requested Landlord to enter into, execute and deliver said Lease on the condition that the undersigned execute this Guaranty as Guarantor(s); and

WHEREAS, JOSE AMBROISE (personally and individually, the "Guarantor") has agreed to execute this Guaranty in order to induce the Landlord to enter into, execute and deliver the aforesaid Lease;

NOW THEREFORE, in consideration of the execution and delivery of the aforesaid Lease by the Landlord, and for other valuable consideration, receipt of which is hereby acknowledged by the Guarantor(s), it is agreed as follows:

1. The undersigned, jointly and severally if more than one, do hereby guarantee to the Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Leased Premises, the due and punctual payment of all rent payable under said Lease, and each and every installment thereof, as well as the full and prompt and complete performance by the Tenant of all and singular covenants, conditions and provisions contained in said Lease on the part of the Tenant therein to be kept, observed and performed, for the full term of said Lease and any extension thereof, as permitted by the Lease, with no less force and effect than if the undersigned were named as the Tenant in said Lease, and the undersigned jointly and severally will forthwith on demand pay all amounts at any time in arrears. This guaranty shall be limited to an amount equal to the sum of i) six (6) months' rent (both Base Rent and CAM Expense) due under the Lease; ii) any and all back rent due at the time Landlord recaptures the Premises from Tenant; and iii) costs of collection incurred by Landlord (the foregoing, collectively the "Guaranty").

2. This Guaranty shall be absolute, continuing and unlimited, and the Landlord shall not be required to take any proceedings against the Tenant, or give any notice to the undersigned before the Landlord has the right to demand payment or performance by the undersigned upon default by the Tenant. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by, or any subletting thereunder, or by any extension(s) of the time for payment of any rental or any other sums provided to be paid by Tenant, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of said Lease or any amendment, modification or revision of said Lease

3. Intentionally Omitted

4. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the Landlord. The undersigned also absolutely and unconditionally guaranties the full and timely performance of all duties, obligations and payments whatsoever of the Tenant to the Landlord, whether now existing or hereinafter arising, and agrees that in the event the Tenant fails to fully and timely perform any of said duties, obligations or payments to fully and timely perform same.

5. The obligations, covenants, agreements and duties of the Guarantor under this Guaranty Agreement shall in no way be affected or impaired by: (i) the voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or other similar proceedings affecting the Tenant; or (ii) the release of the Tenant from the performance or observance of any of the agreements, covenants, terms or conditions contained in this Guaranty Agreement (if any) or under the Lease Agreement by the operation of law, including, but not limited to,

the release of the Tenant's obligation to pay interest or attorneys' fees. Guarantor shall pay all expenses incurred by Landlord as a result of collecting, enforcing or protecting any of Landlord's rights, remedies or recourses hereunder or under the Lease and shall reimburse Landlord for all costs incurred or damages suffered by Landlord as a result of a breach of any warranties and representations given in the Lease, including, but not limited to, reasonable attorneys' fees, court costs, late charges and expenses of collection incurred by the Landlord, its successors, assigns and participants in connection with the Lease and in connection with the enforcement of this Guaranty (whether or not litigation is instituted), and through and including all trial, appellate, administrative, probate and bankruptcy levels, and all post judgment proceedings, and all other proceedings of any kind or nature whatsoever, together with interest thereon at the highest nonusurious rate permitted by applicable law from the date incurred.

6. Guarantor hereby agrees that Landlord may take other guaranties or collateral or security to secure the Lease. This Guaranty is additional and supplemental to any and all other guarantees heretofore and hereafter executed by Guarantor for the benefit of Landlord, whether relating to the Lease or not, and shall not supersede or be superseded by any other document or guaranty executed by Guarantor or any other person, firm or entity for any purpose. Guarantor hereby agrees that any other collateral may be released from, and any new or additional collateral may be added as security for the Lease; Tenant, Guarantor, either of them, and any additional parties which may become liable under the Lease may hereafter be released from their liability hereunder, thereunder and under the Lease; and Landlord may take, or delay in taking or refuse to take, any and all action with reference to the Lease (regardless of whether same might vary the risk or alter the rights, remedies or recourses of Guarantor), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of the Guarantor, and without in any way releasing, diminishing or affecting in any way the absolute nature of the Guarantor's obligations and liabilities hereunder.

7. Guarantor waives any defense arising by virtue of any disability, insolvency, bankruptcy, lack of authority or power or dissolution of Tenant or any other guarantor, even though rendering the Lease, or any of them uncollectible, it being agreed that Guarantor shall remain liable hereunder.

8. The Guarantor hereby agrees that this instrument contains the entire agreement between the parties with regard to the subject matter of this Guaranty and there is and can be no other oral or written agreement or understanding whereby the provisions of this instrument have been or can be affected, waived or modified in any manner, unless the same be set forth in writing and signed by the Landlord, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or any part thereof, of any of the indebtedness, liabilities or obligations under the Lease is rescinded or must otherwise be restored or returned by the Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, or otherwise, all as though such payment had not been made.

9. This instrument shall inure to the benefit of the Landlord, its successors, assigns, transferees and participants and shall bind Guarantor and Guarantor's heirs, legal representatives, successors and assigns. Each reference to Landlord, Tenant and Guarantor herein shall be deemed to include their heirs, legal representatives, successors and assigns, as is applicable. This Guaranty shall become immediately effective and shall continue indefinitely, unaffected by the incompetency of the Guarantor. This Guaranty shall, without further consent of or notice to the Guarantor, pass to and may be relied upon and enforced by any successor assignee of the Landlord and any transferee or subsequent holder of all or any portion of said indebtedness, liabilities or obligations.

10. Intentionally Omitted

11. The Guarantor acknowledges receipt of good, valuable and sufficient consideration for the making of this Guaranty and hereby expressly agrees that recourse may be had against all of Guarantor's properties for all of its obligations hereunder, and the Guarantor does further agree that any and all of Guarantor's properties shall be subject to execution for any judgment or decree on or enforcing this Guaranty by a court of competent jurisdiction against the Guarantor.

12. In any proceeding or action brought by the Landlord against the Guarantor, Guarantor agrees that venue shall be exclusively in Palm Beach County, Florida and the Guarantor does hereby waive the right to be sued in any other venue notwithstanding the location of Guarantor's residence or principal place of business.

13. The Guarantor confirms and warrants that: (i) the Guarantor has a substantial interest in the business affairs of the Tenant; (ii) the Guarantor has personal knowledge and is familiar with the Tenant's business affairs, books and records; (iii) the Guarantor has the ability to influence substantially the Tenant's decision-making process; (iv) the Tenant and the Guarantor are, as of the date of this Guaranty, in sound financial condition and that all balance sheets, net worth statements, other financial statements, and data which have heretofore delivered to Landlord on behalf of the Guarantor or the Tenant contain no material inaccuracy, represent the financial condition of the Guarantor or the Tenant (as the case may be) as of the date thereof, and, since such date, there has been no material adverse change in such financial condition; (v) there are no legal proceedings, claims or demands pending against, or to the Guarantor's knowledge threatened against, the Guarantor or Tenant or any of the assets of the Guarantor or Tenant other than proceedings, claims or demands described in the aforementioned balance sheets, statements and data or in any exhibits thereto; and (vi) Guarantor's execution and delivery of this Guaranty does not constitute a breach or default under any legal or contractual requirement applicable to the Guarantor. The Guarantor acknowledges that the Landlord is relying upon the Guarantor's warranties herein in entering into the Lease with Tenant and Guarantor undertakes to perform Guarantor's obligations hereunder promptly and in good faith. The Guarantor shall not transfer any of its assets for the purpose of preventing Landlord from satisfying any judgment obtained against the Tenant or the Guarantor either before or after the entry of any such judgment.

14. GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LEASE CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF GUARANTOR. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD ENTERING INTO THE LEASE, AND FOR THE LANDLORD ACCEPTING THIS GUARANTY.

15. All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of the Landlord, its successors, and assigns, and to any future owner of the fee of the premises referred to in the Lease, and to any mortgage on the fee interest of the Landlord in the Leased Premises. This Guaranty and the obligations and duties of the undersigned under this Guaranty shall survive the term of the Lease.

16. This Guaranty is delivered and made in, and shall be construed in accordance with and governed by, the laws of the State of Florida, and is binding upon the undersigned and the legal representatives and successors of the undersigned, and shall inure to the benefit of the Landlord, its successors and assigns. If any term, covenant or condition of this Guaranty or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Guaranty shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned has hereunto set his signature and seal on the ____ day of October, 2019.

GUARANTOR:

JOSE AMBROISE

Personally and Individually

Jose Ambroise

S.S.#: 5900488664

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Guaranty was acknowledged before me this ____ day of October, 2019, by Jose Ambroise who has produced Florida Driver License as identification and who did not take an oath.

Notary Public

Jessica Rodriguez

Printed Name of Notary

My Commission Expires



590048 8664

Investments Limited

215 N. Federal Highway
Boca Raton, Florida 33432
(561) 392-8920
Fax (561) 392-3561
www.investmentslimited.com

EX "B"

November 3rd, 2021

One Boca Restaurant Group, LLC
C/O Chuck Jaffee
2001 North Federal Highway, Unit #24,
Boca Raton, Florida 33431

SENT VIA CERTIFIED MAIL & EMAIL: chuck12283@aol.com

RE: Shopping Center Form Lease dated July 18th, 2018 (as amended, the "Lease"); between Investments Limited, as agent for the property owner (the "Landlord"); and One Boca Restaurant Group, LLC., a Florida limited liability company (the "Tenant"); for the premises located at 2001 North Federal Highway, Unit #24, Boca Raton, Florida 33431 (the "Premises").

Dear Mr. Jaffee,

It was a pleasure speaking with you the other day. As we discussed, the term of the above-referenced Lease is due to expire on July 31st, 2022. The Lease provides Tenant the option to extend the term thereof for three (3) consecutive renewal terms of five (5) years each (each a "Renewal Term"). If your client wishes to exercise the first of three renewal options afforded to him, please have him sign the Consent and Acknowledgement at the bottom of this letter, date, and email same to my attention at dtersakyan@investmentslimited.com at your earliest convenience. Once received, I will advise our accounting department to make the necessary adjustments to our records.

Please note once this document has been executed by the parties, the term of your Lease shall be deemed extended until July 31st, 2027 at the same terms, conditions, and escalators set forth therein.

I value your business and I look forward to continuing our mutually beneficial relationship. If you have any questions, please do not hesitate to call me at the office at (561) 392-8920.

Sincerely,

Daron R. Tersakyan
Director of Commercial Leasing

CONSENT AND ACKNOWLEDGEMENT

ONE BOCA RESTAURANT GROUP, LLC., agrees to extend the above-referenced Lease until July 31st, 2027.

ONE BOCA RESTAURANT GROUP, LLC.,
a Florida limited liability company

By: Costas Maliezos
Its: President

Dated:

NOV 07 2021

P:\2-Commercial Leasing\Properties\Winfield Plaza\Letters\LETTER EXERCISING OPTION - One Boca Restaurant Group, LLC.doc

EX "C"

INVESTMENTS LIMITED
215 North Federal Highway
Boca Raton, Florida 33432
(561)392-8920

Friday, December 8, 2023

ONE 11 BOCA, LLC.
JOSE AMBROSE
111 SE MIZNER BLVD. # 9
BOCA RATON, FL 33432

Property ID:800-04
Lease ID:t0002836

STATUTORY NOTICE TO PAY RENT OR DELIVER POSSESSION

You and all others in possession of the property located at

111 S.E. MIZNER BLVD., #9
BOCA RATON, FL 33432

The undersigned represents the owner of the above referenced property. You are hereby notified that you are indebted to the owner of the real property in the sum of \$82,492.95 for rent and additional rent for the month in which this notice is delivered, or the use of the premises above described now occupied by you. The owner hereby demands payment of said past due charges or possession of the premises within THREE (3) days (excluding the date of service, Saturdays, Sundays and any legal holiday) from the date of delivery of this notice, to wit, on or before 12/13/2023 such date being not less than THREE (3) days from the date of this notice. The funds are to be payable to Investments Limited and delivered to the address set forth above. This notice is given to you pursuant to Florida statutes section 83.

If you feel you have received this message in error or have already remitted payment please contact the undersigned.

You are further advised that this notice is not intended as a termination of tenancy and therefore in the event the owner retakes possession pursuant to legal proceedings, or in alternative, you relinquish possession voluntarily, the owner shall be retaking possession on your behalf, and exercising his rights of mitigation.

Investments Limited
(561) 392-8920
Ext. 314

** This is the current rent amount owed for the month in which this notice is delivered and may not include the amounts due, if any, of the previously owed and unpaid Common Area Maintenance charges, Florida sales tax, late fees, monthly rent, key money, percentage rents, mortgages, and/or promissory notes between the parties and will not constitute a waiver of any default of those agreements.**

PROOF OF SERVICE

I certify that I served a true and correct copy of the foregoing notice on the above named tenant by:

Certified Mail No. _____, this day of _____

Regular Mail this day of _____

This notice was served upon the person owing the rent this day of 12/08/2023

Posting

Personal Service

By: _____

C. Ludwig

Christine Ludwig
Investments Limited