

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

CASE NO.:

CL SHOPPES AT ADDISON PLACE FL, LLC

Plaintiff,

v.

WAY BEYOND BAGELS LLC, HARVEY
DANIELS, AND MINDY HYMAN

Defendant.

COMPLAINT

Plaintiff, CL SHOPPES AT ADDISON PLACE FL, LLC, (“CL” or “Landlord”), hereby files this Complaint against Defendant, WAY BEYOND BAGELS LLC (“Tenant”) and Defendants HARVEY DANIELS and MINDY HYMAN (“Guarantor(s)”) and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action to recover damages in excess of \$50,000 exclusive of interest, costs, and attorneys’ fees arising from a Lease Agreement for non-residential real property (the “Lease”) located at The Shoppes at Addison Place, 16850 Jog Road, Suite 108, 109A and 109B, Delray Beach, Florida 33446 (the “Premises”).
2. CL the Landlord under a written Lease (a copy of the Lease is attached as *Composite Exhibit “A”*).
3. Tenant was in possession of the Premises but relinquished the Premises to the Landlord for Tenant’s account.
4. This Court has jurisdiction pursuant to Section 26.012 Florida Statutes.

5. Venue is proper in Palm Beach County, Florida because the cause of action sued upon arose in Palm Beach County, Florida, and because the Premises is located in Palm Beach County, Florida.

6. All conditions precedent to the institution of this action have been performed, have occurred, have been waived or have been excused.

7. Tenant defaulted under the Lease by failing to pay Rent and Additional Rent to CL when due.

8. Under the Lease, CL is entitled to damages.

Rents through April 2025	\$ 21,824.04
Remainder rents through lease term, reduced to present value	\$ 1,367,684.16
Interest	TBD
Late fees	\$ 1,010.17
Liquidated damages for failing to operate	\$ 443,299.20
Estimated attorney's fees for eviction matter*	
Attorney's fees for this motion	
Total	\$ 1,833,817.57
*Attorneys fees will be added as awarded	
** The premises has not been re-leased	

9. Defendants Harvey Daniels and Mindy Hyman executed a Continuing Lease Guaranty (the "Guaranty") in Landlord's favor, whereby said Defendants guaranteed performance of all obligations under the lease. *See Composite Exhibit "A"*.

10. As of this Complaint's date, Guarantors have failed and refused to perform their obligations under the Guaranty.

11. CL retained the law firm McDonald Hopkins, LLC to bring this action and agreed to pay a reasonable fee for its services.

12. CL has also incurred costs in pursuit of this action.

13. Pursuant to the Lease and Guaranty, CL is entitled to recover damages and reasonable attorney's fees and costs.

COUNT I: BREACH OF LEASE
(As Against Tenant)

14. CL re-alleges and incorporates by reference the allegations contained in paragraphs 1 – 13 above as if fully set forth herein.

15. CL has suffered damages and continues to suffer damages resulting from Tenant's breach.

COUNT II: BREACH OF GUARANTY
(As Against Guarantor)

16. CL re-alleges and incorporates by reference the allegations contained in paragraphs 1-13 above as if fully set forth herein.

17. CL has suffered damages and continues to suffer damages resulting from Guarantors' breaches.

WHEREFORE, CL demands judgment against WAY BEYOND BAGELS, LLC, HARVEY DANIELS, AND MINDY HYMAN jointly and severally for damages, attorney's fees and costs, and pre judgment interest, and such other and further relief as the Court deems just and proper.

DATED: May 15, 2025

Respectfully submitted,

MCDONALD HOPKINS LLC
Counsel for Plaintiff

By: /s/ Alan M. Burger
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Composite Exhibit A

NOT A CERTIFIED COPY

VIA ADDISON

THIS LEASE, made as of the 13 day of April, 2000 ("Effective Date"), between Jennah Blossom Corp., a Florida corporation, with offices at 3065 St. James Drive, Boca Raton, Florida 33434 ("Landlord"), and Twice Upon a Bagel, Inc., a Florida corporation, with offices at _____ ("Tenant");

WITNESSETH:

In consideration of the covenants herein contained on the part of the Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Demised Premises, identified as Suite 108 and 109B, containing approximately 2,500 square feet as depicted on Exhibit "A" ("Site Plan") located within the Shopping Center known as Via Addison, located in Delray Beach, Florida as described on Exhibit "B" ("Shopping Center").

TO HAVE AND TO HOLD the same unto Tenant on the following terms and conditions:

"BUSINESS PROVISIONS"

1. Effective Date/Commencement Date. This Lease is effective as of the date of execution hereof, provided that Tenant is not entitled to possession of the Demised Premises until Landlord delivers the Demised Premises to the Tenant as required herein.

The Commencement Date of this Lease is the date upon which Landlord delivers the Demised Premises to the Tenant as required herein (i.e. with Landlord's Work completed and the issuance of a shell certificate of completion).

2. Landlord's Work. The Work to be performed by the Landlord as described in Exhibit "C".

3. Tenant's Work. All other work other than Landlord's Work required to open the Demised Premises for business for the Permitted Use. To the extent that Tenant is required to do specific work, it is described in Exhibit "D".

Tenant shall be required to complete Tenant's Work and open for business on or before sixty (60) days from the Commencement Date ("Tenant's Required Opening Date").

4. Lease Term. The Lease Term shall commence on the Commencement Date and expire one hundred twenty (120) months thereafter ("Initial Lease Term").

Provided: (i) this Lease is in full force and effect; and (ii) this Lease has not been terminated pursuant to its provisions; and (iii) Tenant is not then in default hereunder, Tenant shall have the right to elect to extend the Lease Term for two (2) consecutive term(s) of five (5)

years each (hereinafter called the "Extended Lease Term(s)". The Extended Lease Term(s) shall be upon the terms, covenants and agreements provided in this Lease. If Tenant elects to extend the Lease Term, Tenant shall give notice to Landlord of such election at least twelve (12) months prior to the date of expiration of the immediately preceding Term or Extended Lease Term(s), as the case may be. The phrase "Lease Term" shall include the Initial Lease Term and Extended Lease Term(s), as the case may be.

5. Permitted Use. The Permitted Use of the Demised Premises is bagels and bakery, gourmet appetizers and salads, and prepared foods for take out only. Notwithstanding the foregoing, Tenant will not offer whole or freshly ground coffee beans or gourmet or other brand identified coffee for sale at the Demised Premises. Tenant shall have not more than twenty five (25) seats in the dining area.

6. Exclusive Use. Provided that Tenant is not in default hereunder and is utilizing the Demised Premises for the Permitted Use, Landlord shall not lease any premises in the Shopping Center to another tenant whose primary use is a Jewish style delicatessen. It is the intention of the parties that the Tenant shall have an "exclusive" with respect to a Jewish style delicatessen (i.e. a delicatessen whose primary business is the sale, for off premises consumption, of bagels, prepared appetizers ^{baked goods} and salads similar to that offered at the take out counters of TooJays at Regency Shopping Center at Woodfield. Notwithstanding the foregoing, this "exclusive" shall not prohibit other restaurants in the Shopping Center from offering or selling bagels, ^{Baked} baked goods, prepared appetizers and salads if such restaurants are not Jewish style delicatessen. *Handwritten initials: N, M, K*

7. Trade Name. Twice Upon a Bagel.

8. Minimum Rent. The Tenant shall pay Minimum Rent as follows:

During the first year of the Initial Lease Term, the Minimum Rent shall be [REDACTED] per annum, payable in equal monthly installments of [REDACTED]

Notwithstanding the foregoing, Tenant's obligation to pay Minimum Rent shall be abated for a period of sixty (60) days from the Commencement Date ("Rent Commencement Date").

The Minimum Rent payable by Tenant during each successive year of the Lease Term, commencing on the first day of the thirteenth (13th) month of the Lease Term, shall be adjusted at that time and every twelve (12) months thereafter (the "adjustment month") for the remainder of the Lease Term and all extensions and renewals thereof by an amount equal to three percent (3%) of the prior year's Minimum Rent, as adjusted.

All payments of Minimum Rent shall be made, in advance, on the first day of every calendar month during the Lease Term, provided, however, that if the Rent Commencement Date does not fall on the first day of a month, the Tenant shall pay Minimum Rent for such partial month, contemporaneously with the Rent Commencement Date and shall commence

monthly payments of Rent on the first day of the next month thereafter. Contemporaneously with the execution of this Lease, Tenant has paid one month's rent to Landlord.

9. Additional Rent. The Tenant shall pay, in addition to Minimum Rent, additional rent equal to Tenant's Proportionate Share of Property Tax Payments and Common Area Costs. Such payments shall commence and be made at the same time as payments of Minimum Rent commence and are required to be made.

The term Additional Rent shall include all such payments together with any other payments owed by Tenant to Landlord hereunder. The term Rent shall include Minimum Rent and Additional Rent.

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It is estimated that the Additional Rent as of the Commencement Date will be [REDACTED] per annum, payable in equal monthly installments of [REDACTED]

10. Security Deposit. The sum of [REDACTED] to be held by Landlord pursuant to the Standard Provisions. Tenant has paid the Security Deposit contemporaneously with the execution hereof.

11. Guarantor. Carmine Speranza and Marcella Speranza. The Guarantor shall execute the Guaranty in the form attached as Exhibit "E".

12. Proportionate Share. 11%, based on the square footage of the Demised Premises and the square footage of the other spaces to be rented to tenants in the Shopping Center. In the event that the square footages of either change, the Proportionate Share shall be recalculated accordingly.

13. Broker. Castles on the Green and Synergy Retail Group.

14. Assignment. Notwithstanding anything in this Lease to the contrary, Landlord shall not unreasonably withhold its consent to an assignment or subletting if the proposed assignee or sub-lessee:

- (a) Is of good moral character and reputation.
- (b) Possesses financial standing equal to or greater than Tenant.
- (c) Possesses experience in the restaurant business equal to or greater than Tenant (or its collective principals).
- (d) Plans to operate a restaurant equal to or better than Tenant.

15. Outdoor Seating Area; License; Insurance.

(a) Notwithstanding anything to the contrary contained in the Lease, and provided that Tenant is not in default under the Lease, has obtained all requisite governmental permits and licenses (without Landlord making any representations or warranties with respect to Tenant's ability to obtain same), Tenant shall be entitled to place tables and chairs on the sidewalk immediately adjacent to its Demised Premises, in the area indicated by cross-hatching on Exhibit "A" (the "Outdoor Seating Area") in quantities reasonably agreed to by Landlord and Tenant, which tables or chairs will not impede access through such area, as determined in Landlord's reasonable judgment.

Tenant agrees to maintain the Outdoor Seating Area in a clean, neat and orderly manner, and free of trash and debris caused by Tenant's operations and to at all times assure that the means of ingress and egress to both the Demised Premises and adjacent Common Areas of the Shopping Center are unobstructed and available for the use of patrons of the Shopping Center and the other tenants and their customers. In the event that the use of the Outdoor Seating Area impedes the means of ingress or egress to the adjacent Common Areas and Tenant fails to cure same within twenty-four (24) hours written notice delivered to Tenant at the Demised Premises, such event will be deemed an Event of Default under the Lease.

(b) Tenant's right to use the Outdoor Seating Area shall be that solely of a licensee and not as a tenant, although Tenant's obligations with respect thereto shall be as set forth in this Lease.

(c) In the event of a breach of Tenant's obligations under this section, as determined in Landlord's reasonable discretion, Tenant's license to use the Outdoor Seating Area may be terminated at anytime by Landlord, in its sole and exclusive discretion, by giving Tenant ten (10) days prior written notice of such termination, unless such default is cured within said ten (10) days.

(d) Prior to setting up the Outdoor Seating Area, Tenant shall provide evidence satisfactory to Landlord that Tenant's insurance covers its operations in the Outdoor Seating Area and that Tenant has at its sole cost and expense obtained all requisite permits or licenses for such use. Notwithstanding any policy or policies of insurance required of Tenant, Tenant, for itself and its successors and assigns, to the extent permitted by law, shall defend, indemnify and hold harmless Landlord, Landlord's Management Agent and any Lender against and from any and all liability or claims of liability by any person arising out of the use, occupancy, conduct, operation or management of the Outdoor Seating Area by Tenant or any of its agents, contractors, servants, employees, licensees, suppliers, materialmen or invitees during the term, it being expressly recognized that Tenant shall be solely responsible for the use and operation of the Outdoor Seating Area.

16. Conflict. In the event of a conflict between the Business Provisions and the Standard Provisions, the Business Provisions shall prevail.

STANDARD PROVISIONS

1. DEMISED PREMISES, COMMENCEMENT, CONSTRUCTION AND ACCEPTANCE.

1.1 The Demised Premises shall include only the appurtenances specifically granted in this Lease. Landlord specifically excepts and reserves for itself the roof, the air space above the roof, the space below the floor, the exterior portions of the Demised Premises (other than the store front), and the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires in the Demised Premises.

Landlord reserves the right, at any time, to modify the Shopping Center, including, but not limited to, relocate and/or modify the buildings and retail spaces therein, modify parking areas and other Common Area, to construct additional buildings or improvements, and to increase or decrease the size and scope of the Shopping Center.

1.2 If for any reason, Landlord cannot deliver possession of the Demised Premises to Tenant in the condition required by the terms hereof, Landlord shall not be subject to any liability therefor, nor, unless otherwise specified herein, shall such failure affect the validity of this Lease or the obligations of Tenant, but, rather, the Commencement Date and Lease Term shall be extended for the period of such delay.

Notwithstanding the foregoing, in the event that Landlord does not deliver the Demised Premises to Tenant in the condition required by the term hereof by December 1, 2000, Tenant may, upon ten (10) days prior written notice, as its sole remedy, terminate this Lease unless Landlord delivers the Demised Premises within said ten (10) day period.

1.3 If any of the Landlord's Work is to be done in accordance with Tenant's plans and specifications, Tenant must deliver such plans and specifications within thirty (30) days from the date this Lease is executed by Tenant. If Tenant fails to timely deliver such plans and specifications, Landlord shall, in addition to such other rights and remedies provided hereunder, be entitled to terminate this Lease.

1.4 Landlord shall deliver the Demised Premises to Tenant, broom clean and free of debris and with all Landlord's Work, if any, completed. Tenant shall accept the Demised Premises in the condition existing as of the Commencement Date, absolutely and without exception, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Demised Premises, and any easements, conditions, encumbrances, covenants or restrictions of record. Neither Landlord nor its agents have made any representation or warranty as to the present or future suitability or economic prospects of the Demised Premises for the conduct of Tenant's business.

1.5 At any time after the Commencement Date, at Landlord's request, Tenant shall execute a certificate or memorandum setting forth such date and other pertinent data as may be requested by Landlord.

2. **RENT.**

2.1 Tenant shall pay to Landlord the Rent, in advance and without demand, beginning on the Rent Commencement Date, in equal monthly installments on the first day of each month of the Lease Term. If the Tenant is obligated to begin paying Rent as set forth herein on a day other than the first day of the month, Tenant shall pay Rent, equal to one-thirtieth (1/30th) of the monthly Rent multiplied by the number of days in such fractional month, on the Rent Commencement Date paying full monthly Rent as of the first day of the next succeeding month.

2.2 Tenant shall pay its Proportionate Share of Property Tax Payments.

2.3 Tenant shall pay its Proportionate Share of Common Area Costs.

2.4 This Lease is a, so called, triple net Lease.

2.5 Tenant shall pay any and all sales tax, tax on rents, and any other charges, taxes and/or impositions now in existence or hereinafter imposed.

2.6 The covenant of Tenant to pay Rent is separate and distinct from any other covenants herein contained. Tenant shall have no right of setoff or reduction in the payment of Rent for any reason.

2.7 All payments required hereunder shall be in United States currency.

3. **SECURITY DEPOSIT.** As indicated in the Business Provisions, Tenant has delivered the Deposit to Landlord as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Deposit for the payment of Rent or for the payment of any other sum to which Landlord may be entitled by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord uses or applies all or any portion of the Deposit, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount. Landlord is not required to keep the Deposit separate from its general accounts or to cause interest to accrue thereon or account to Tenant for any interest which is earned thereon. If Tenant performs all of its obligations hereunder, the Deposit, or so much thereof as shall not therefore have been applied by Landlord, shall be returned, without interest, to Tenant at the expiration of the Lease Term and after Tenant shall have vacated the Demised Premises as required by the provisions

hereof. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit. The Deposit is not an advance payment of Rent and is not a measure of Landlord's loss or damages.

4. **TAXES.**

4.1 Tenant shall pay its Proportionate Share of the Property Taxes ("Property Tax Payments") for each full or partial Calendar Year during the Lease Term. Tenant hereby waives any right it may have, by statute or otherwise, to protest Property Taxes.

4.2 Tenant shall pay to Landlord an amount equal to one-twelfth (1/12th) of the estimated Property Tax Payments on the first day of each month during the Lease Term. Payments for the initial month, if a partial month, shall be handled on the same basis as Minimum Rent. The monthly Property Tax Payment shall be based on Tenant's Proportionate Share of the Property Taxes, as estimated by Landlord, for the year in question, and such payments are subject to increase or decrease as determined by Landlord to accurately reflect Tenant's obligation. Property Tax Payments shall be reconciled annually. If Tenant's total Property Tax Payments are less than Tenant's actual Proportionate Share of the Property Taxes, Tenant shall pay the difference to the Landlord on demand. If Tenant's total Property Tax Payments are more than Tenant's actual Proportionate Share of the Property Taxes, Landlord shall retain such excess and credit it against the next Property Tax Payments due from Tenant.

4.3 As used herein, the term "Property Taxes" shall include all forms of assessment, license fee, levy, penalty, water and sewer rents (except water meter charges and sewer rent based thereon) and other governmental impositions, charges and taxes of every kind and nature whatsoever, extraordinary as well as ordinary, general and special, foreseen and unforeseen, and all installments thereof (including any interest on amounts which may be paid in installments) which shall or may, during the Lease Term, be levied, assessed or imposed by any authority having the direct or indirect power to tax (including, without limitation, any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or other taxing district) as against Landlord, the Demised Premises or the Shopping Center, and all costs incurred by Landlord in contesting or negotiating the same with taxing authorities. Nothing herein contained shall be construed to include within the definition of Property Taxes, any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is, or may be, imposed upon Landlord, provided, however, that if, at any time after the date hereof, the methods of taxation shall be altered so that, in lieu of, or as a substitute for, the whole or any part of the Property Taxes now levied, assessed or imposed on real estate as such, there is levied, assessed or imposed (a) a tax on the rents received from tenants of the Shopping Center, or (b) a license fee measured by the rents receivable by Landlord from the Shopping Center, or (c) a tax or license fee imposed upon Landlord which is otherwise measured by, or based in whole or part upon, the Demised Premises, Shopping Center or the rents received therefrom, or (d) an income or franchise tax, then the same shall be included in the definition of Property Taxes and shall be computed as if the amount of such tax or fee so payable

that would be due if the Shopping Center were the only property of Landlord subject thereto. In addition to the foregoing, if any governmental authority acting under any existing or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment upon or against this Lease, the execution hereof and/or the Rent, payable by Tenant to Landlord whether by way of, substitution for, or in addition to, any existing tax or otherwise, and whether or not evidenced by documentary stamps or the like, Tenant shall be responsible for and shall pay its Proportionate Share of such tax, excise and/or assessment, or, if paid by, or due from, Landlord, or Tenant shall reimburse Landlord for the amount thereof, as the case may be.

4.4 Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon trade fixtures, furnishings, equipment, inventory and all other personal property of Tenant located in the Demised Premises or elsewhere. Tenant shall cause said trade fixtures, furnishings, equipment, inventory and all other personal property to be assessed and billed separately from the real property or other property of Landlord. However, if any of Tenant's personal property is assessed with, or as, Landlord's property, Tenant shall pay to Landlord the taxes attributable to said personal property within thirty (30) days after receipt of a written statement setting forth the amount thereof.

5 COMMON AREA COSTS.

5.1 Tenant shall pay to Landlord its Proportionate Share of Common Area Costs ("Common Area Costs") on the first day of each month. The monthly Common Area Costs are based on Tenant's Proportionate Share of Common Area Costs, as estimated by Landlord, for the year in question and is subject to increase or decrease as determined by Landlord to accurately reflect Tenant's obligation. Subsequent to the end of each full or partial calendar year, Landlord shall notify Tenant of the Common Area Costs and of Tenant's Proportionate Share thereof for such full or partial calendar year. If the total Common Area Cost paid by Tenant for any full or partial calendar year is less than the actual amount due from Tenant as shown on such notice, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the total amount due within ten (10) days after receipt of such notice. If the total Common Area Costs paid by Tenant for such full or partial calendar year exceeds the actual amount due from Tenant as shown on such notice, such excess shall be credited against the next Common Area Cost due from Tenant to Landlord.

5.2 The term "Common Area Costs" shall mean all costs, expenses and other charges incurred in connection with the ownership, operation, insurance, maintenance and repair of the Shopping Center and shall include, but not be limited to, the costs and expenses of the following:

5.2.1 garbage and trash removal; maintenance, repair and replacement of all parking lot surfaces, including cleaning, sweeping, painting, striping and re-paving sidewalks, curbs, guardrails, bumpers, fences, screens, flagpoles, bicycle racks, planters, benches, gazebos, identification signs, directional signs, traffic signals, and other traffic markers and signs;

5.2.2 maintenance, repair, replacement of, and other charges incurred in connection with: (a) storm and sanitary drainage systems, including disposal plants, lift stations and retention ponds or basins; (b) irrigation systems; (c) electrical, gas, water, telephone and other utilities systems; (d) lighting systems (including bulbs, poles and fixtures); (e) emergency water and sprinkler systems; (f) security systems; (g) painting and other treatments of the exterior walls; and (h) roof maintenance.

5.2.3 planting, maintaining, replanting and replacing of flowers, shrubbery, plants, trees and other landscaping;

5.2.4 cleaning of the outside of all windows in the Shopping Center;

5.2.5 premiums or contributions for insurance, including, without limitation, liability insurance for personal injury, death, defamation and claims of false arrest; property insurance; rental loss insurance; workmen's compensation; broad form all peril insurance which may include flood insurance, earthquake insurance, boiler and/or equipment and machinery insurance; fidelity bonds for personnel; and plate glass insurance;

5.2.6 maintenance, repair and acquisition and other costs of all security devices, machinery and equipment;

5.2.7 all license and permit fees, and all surcharges that may result from any laws, rules, regulations, guidelines or order;

5.2.8 the cost of installation, maintenance and operation of music and loudspeaker systems;

5.2.9 the cost of personnel performing any of the foregoing, including, without limitation, (a) security and maintenance personnel, (b) secretaries and bookkeepers and (c) payroll taxes, workmen's compensation insurance and related expenses.

5.2.10 management fees paid to a management company. It is acknowledged that Landlord may perform the management function, in which event Landlord shall be entitled to a reasonable management fee, not to exceed six percent (6%) of all gross revenues of the Shopping Center including, but not limited to, basic monthly rents and additional rents.

The foregoing Subsections are for definition only and are not to be construed to impose any obligations on Landlord.

Notwithstanding the foregoing provisions, Common Area Costs shall not include depreciation, costs of repairing and replacing any item to the extent that proceeds of insurance or condemnation awards are received therefor, and costs of a capital nature (to the extent they constitute improvements beyond the original condition or utility of the item in question).

6. USE.

6.1 Tenant may only use the Demised Premises for the Permitted Use. Tenant acknowledges that such limitation imposed on Tenant is necessary and reasonable inasmuch as the proper synergy is critical to the well being of all tenants in the Shopping Center.

6.2 Tenant shall only utilize the Trade Name.

6.3 Tenant shall not abandon or vacate the Demised Premises.

6.4 The Demised Premises shall not be utilized in any way in manner which would violate any restrictive covenants or exclusive use rights which may have been or be granted with respect to the Shopping Center or the provisions of any prohibited use clauses contained in any other leases in the Shopping Center or encumbrances encumbering the Shopping Center. Landlord shall provide Tenant with a list of same within a reasonable time after request. Tenant shall honor any exclusive use rights granted to other tenants in the Shopping Center, provided that such exclusives do not interfere with Tenant's right to operate the Demised Premises for the Permitted Use.

6.5 Tenant shall comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Lease Term, including, without limitation, the Americans with Disabilities Act.

6.6 Tenant shall comply with all Rules and Regulations promulgated from time to time and at any time by Landlord. A copy of the current Rules and Regulations is attached hereto as Exhibit "F".

6.7 In the event Tenant conducts any activity within the Demised Premises or Shopping Center which increases the insurance premium cost or invalidates any insurance policy carried by Landlord, Tenant shall pay, as Rent, upon demand of Landlord, any such increased cost.

6.8 On or before Tenant's Required Opening Date, Tenant shall open for business in the Demised Premises and shall thereafter continuously, actively and diligently operate its business for the Permitted Use during all normal business hours in a high grade and reputable manner maintaining an adequate staff of employees throughout the Lease Term. If Tenant fails to open for business within sixty (60) days after the Commencement Date or fails to keep the Demised Premises open each business day during the hours specified herein, Tenant shall pay as Minimum Rent for each day the Demised Premises are not open or in which such hours are not maintained an amount equal to one hundred fifty (150%) percent of the Minimum Rent determined on a per diem basis. Said amount shall be in addition to other Rent due and shall represent the agreed liquidated damages to Landlord, it being specifically agreed that the exact

amount of damages to Landlord cannot be ascertained with certainty. The right to receive such liquidated damages shall be in addition to all other rights or remedies Landlord may have.

6.9 Tenant shall not use, nor permit the use of, the Demised Premises or any part thereof, for the storage, transportation or disposal of "hazardous" or "toxic" materials as commonly known or otherwise defined under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act and any applicable federal or state law or regulation classifying or identifying hazardous or toxic materials. Tenant shall provide to Landlord, promptly after receipt of same, photocopies of all notices of violation received by it with regard to any rules, regulations or laws applicable to such materials, the commencement of any enforcement action, the service of any potentially responsible party demand letter from any private or governmental party, or the loss of any operating permit by reason of the use or release of any such materials.

7. COMMON AREA.

7.1 As used herein, the term "Common Area" shall mean that part of the Shopping Center which is not leased to tenants, including, among other facilities, parking areas, canopies, roof membranes, sidewalks, landscaping, water retention area, curbs, loading areas, private streets and alleys, lighting facilities, common signage, utility systems, drainage systems, hallways, malls and restrooms.

7.2 The Common Area is under and subject to Landlord's sole management and control. Landlord shall operate, maintain and repair the Common Area in such manner as Landlord shall, in its sole discretion, determine. Without limiting the generality of the foregoing, Landlord reserves the right to enter into, modify and terminate easements and other agreements pertaining to the maintenance and use of the Common Area, to close any and all portions of the Common Area to such extent and for such time as may, in the sole discretion of Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of rights to any person or the public therein, to close any part of the Common Area on a temporary basis to discourage non-customer parking, and to make changes, additions, deletions, alterations or improvements in and to the Common Area.

7.3 Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use those portions of the Common Area which are designated by Landlord for common use, as constituted from time to time, for proper purposes, in common with Landlord, other tenants of the Shopping Center, their respective employees, customers, subtenants, suppliers, licensees, invitees and concessionaires and other persons permitted by Landlord to use the same, subject to such rules and regulations governing use thereof as Landlord may from time to time prescribe.

7.4 Landlord shall have the right to designate parking areas for the use of Tenant and Tenant's employees and to prohibit Tenant and Tenant's employees from parking in areas designated for customers. Landlord has initially designated the employee parking as shown on Exhibit "A". Upon demand by Landlord, Tenant shall furnish to Landlord a complete list of the names of Tenant's employees who regularly park their automobiles at the Shopping Center, together with the license numbers of such automobiles and the license number of all motor vehicles operated by Tenant. Tenant shall thereafter notify Landlord of any such changes in such numbers within five (5) days after such changes occur. Should Tenant or its employees park in parking areas other than those designated by Landlord for Tenant and employee parking, after written notice of such improper parking is given by Landlord to Tenant, then Landlord shall have the right to charge, and Tenant shall be required to pay to Landlord, the sum of \$50.00 per vehicle for each day or portion thereof, during which such vehicle shall be parked in violation of this section.

Landlord may also implement such additional parking control measures including, but not limited to, valet parking, validation tickets and identification stickers and Tenant shall participate and cooperate with Landlord in connection therewith.

The rights of Landlord under this Section are intended to be additional to and not in derogation of any other rights or remedies exercisable by Landlord in the event of breach by Tenant of the rules and regulations promulgated by Landlord under the terms of this Lease.

8. MAINTENANCE AND REPAIR.

8.1 Landlord shall maintain the foundation, the exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware), the roof and all other structural portions of the Demised Premises. Other than as specifically otherwise provided in this Lease, Landlord shall not be responsible to maintain or make any improvements or repairs of any kind in, or upon, the Demised Premises or Shopping Center.

8.2 If required by law, Landlord will provide hurricane protection panels to be installed in the event of a hurricane. Tenant shall store the hurricane protection panels in the Demised Premises. Tenant shall be responsible to place the hurricane panels over the storefronts, glass windows and doors (as designed) in advance of the projected arrival of the hurricane. If Tenant fails to so place the hurricane panels, Tenant shall be responsible for all damages to the Demised Premises, Shopping Center and Landlord and Tenant's property caused by Tenant's failure to do so. Tenant shall be responsible for any lost or damaged hurricane protection panels.

8.3 Tenant shall maintain and repair (which shall mean replacement as necessary) the HVAC system. Tenant, at its own cost and expense, shall enter into, and continuously maintain, a regularly scheduled preventive maintenance/service contract with a licensed maintenance contractor reasonably approved by Landlord, for servicing all HVAC systems and equipment

serving the Demised Premises. An executed copy of such contract shall be delivered to Landlord. The service contract must include all services suggested by the equipment manufacturer in the operations/maintenance manual and must become effective on the date Tenant takes possession of the Demised Premises.

8.4 Tenant shall keep and maintain in good order, condition and repair (which shall mean replacement if necessary) the interior and all non-structural portions of the Demised Premises and every part thereof, including, without limitation, the exterior and interior portions of all doors, store fronts, all glass including windows, doors, door closure devices, door checks, window and door frames, molding, locks, hardware, security gates, utility facilities, exterior signs and interior walls, floors and ceilings.

9. ALTERATIONS/TENANT'S WORK.

9.1 Prior to Tenant commencing Tenant's Work, Tenant shall:

i. Submit its plans, prepared by a licensed professional architect or planner (including floor load calculations) to Landlord within sixty (60) days after the execution of this Lease.

ii. Within twenty (20) days after receipt of such plans, Landlord shall advise Tenant whether or not it has approved or disapproved of the plans.

Landlord may approve or disapprove of the plans or may impose reasonable conditions with respect to same. The failure of Tenant to comply with Landlord's reasonable conditions with respect to same shall be deemed to be a breach by Tenant hereunder.

If Landlord approves Tenant's plans, Landlord may condition its approval upon Tenant agreeing to remove same at the expiration of the Term, or earlier termination of this Lease.

If Landlord disapproves of Tenant's plans, Landlord shall specify the reasons for disapproval and Tenant shall modify Tenant's plans accordingly and resubmit the same to Landlord within seven (7) days thereafter.

This process shall be repeated until Landlord has approved of Tenant's plans ("Approved Plans").

iii. Tenant shall utilize a licensed, responsible Contractor to complete Tenant's Work. The Contractor shall be subject to Landlord's approval.

iv. All Tenant's Work shall be completed promptly and in a lien free, first class, good and workmanlike manner, and in compliance with all legal requirements and the

Approved Plans. All Tenant's Work shall be subject to Landlord's inspection, from time to time.

v. All Tenant's Work shall be completed in a manner which will minimize inconvenience to Landlord or other persons, firms or entities ("Persons") and/or tenant's in the Shopping Center.

vi. Tenant shall only install new fixtures and equipment and perform all other work as necessary or appropriate in order to prepare the Demised Premises for the opening of business.

9.2 After the proper completion of Tenant's Work, Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements in, to, or on and about the Demised Premises.

Prior to Tenant commencing any alterations, additions or improvements, Tenant shall:

i. Submit its plans (including floor load calculations, if relevant) to Landlord at least fifteen (15) days prior to the commencement of such alteration, addition or improvement.

ii. Within ten (10) days after receipt of such plans, Landlord shall advise Tenant whether or not it has approved or disapproved of the plans.

Landlord may disapprove of the plans (in which event the alteration, addition or improvement shall not be made) or may impose reasonable conditions with respect to same.

If Landlord approves any such alteration, addition or improvement, Landlord may condition its approval upon Tenant agreeing to remove same at the expiration of the Term, or earlier termination of this Lease.

If Landlord disapproves of Tenant's plans, Landlord shall specify the reasons for disapproval and Tenant shall modify Tenant's plans accordingly and resubmit the same to Landlord within seven (7) days thereafter.

This process shall be repeated until Landlord has approved of Tenant's plans ("Approved Plans").

iii. Tenant shall utilize a licensed, responsible Contractor to complete the alterations, additions or improvements. The Contractor shall be subject to Landlord's approval.

iv. All alterations, additions or improvements shall be done in a first class, lien free, manner pursuant to the requirements and the Approved Plans.

v. All Tenant's Work shall be completed in a manner which will minimize inconvenience to Landlord or other Persons and/or tenants in the Shopping Center.

9.3 All alterations, additions of personalty and improvements, whether included in Tenant's Work or as the result of a subsequent alteration, addition or improvement, whether temporary or permanent in character, which may be made upon the Demised Premises either by Landlord or Tenant, except furnishings, movable trade fixtures and machinery installed by Tenant, shall be the property of Landlord and shall remain upon, and be surrendered with, the Demised Premises at the termination of this Lease, without compensation to Tenant or, at the election of Landlord, be removed by Tenant. All items otherwise the property of Tenant as aforesaid, which are not removed from the Demised Premises at the termination of the Lease shall, at the election of Landlord, become the property of Landlord. Not later than the last day of the Term, Tenant shall, at Tenant's expense, remove all of Tenant's furnishings, movable trade fixtures and machinery. All items not so removed shall conclusively be deemed abandoned. Tenant shall repair all injury done by, or in connection with, the installation or removal of such property, and surrender the Demised Premises in as good condition as it was at the beginning of the Term, reasonable wear excepted.

In the event Tenant's Work includes the installation of a vault or other similar secured areas, at Landlord's option, Tenant shall remove the vault or other similar security equipment at the termination of this Lease.

9.4 All approved venting, opening, sealing, waterproofing or any altering of the roof made by Tenant shall, if elected by Landlord, be performed by a roofing contractor designated by Landlord, at Tenant's expense.

10. **LIENS.** Tenant, or all persons claiming by, through or under Tenant, shall not create or permit to be created or to remain un-discharged, any lien, encumbrance or charge upon the Demised Premises or the Shopping Center or the Landlord's interest therein or the income therefrom. Tenant shall not do, or suffer, any other matter or thing whereby the estate, right and interest of Landlord in the Demised Premises or in the Shopping Center is, or might be, impaired or encumbered. If any such lien, claim or notice of lien or contract is filed against the Landlord, Demised Premises or the Shopping Center, Tenant shall, within ten (10) days after notice thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If Tenant fails to cause such lien or notice of lien to be discharged within the period provided, Landlord, in addition to any other rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of the same. Any amount paid by Landlord and all reasonable costs and expenses, including attorneys' fees incurred in connection therewith, together with interest thereon at the Default Rate from the date of payment or incurring of the cost and expense, shall be paid by Tenant to Landlord on demand.

THE INTEREST OF LANDLORD IN THE DEMISED PREMISES AND/OR SHOPPING

CENTER IS NOT SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY, OR FOR THE ACCOUNT OF, TENANT.

11. **STORE FRONTS AND SIGNS.** All signs installed or erected by Tenant shall conform with Landlord's Sign Criteria attached hereto as Exhibit "G" or as modified by Landlord from time to time.

Tenant shall not, without Landlord's prior written consent which may be granted or denied in Landlord's sole discretion, (a) make any changes to, or paint, the store front; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, place cards, decorations or advertising media of any type which is visible from the exterior of the Demised Premises.

Tenant shall pay all expenses incurred with regard to the design, construction and installation of Tenant's signs including, without limitation, professional and permit fees. All signs must be professionally prepared and Tenant shall maintain all signs in good condition and in proper operating order.

12. **UTILITIES.**

12.1 In the event that Landlord has determined, in its sole discretion, that the Demised Premises shall be separately metered for all or some utility services, Tenant shall contract for, and pay before delinquency, all utility services rendered or furnished to the Demised Premises, including heat, water, gas, electricity, fire protection, trash removal, sewer rental, sewage treatment facilities, utility hook-ups and the like, together with all taxes or other charges levied on same. In no event shall Landlord be liable for the quality, quantity, failure or interruption of utility services to the Demised Premises.

12.2 Landlord may determine, in its sole discretion, that some or all of the space in the Shopping Center may be separately metered for some or all utility services or that some or all of the space in the Shopping Center may utilize common or master utility meters and, if so, that some or all of the space in the Shopping Center may be sub-metered.

In the event that Landlord or the Shopping Center is billed for any utility services which are not separately metered and which are used by Tenant in common with other tenants or occupants of the Shopping Center, Tenant shall pay to Landlord, on demand, Tenant's proportionate share (based upon the square footage of the tenants utilizing same [after deduction for any utility services which are sub-metered to a particular tenant]).

12.3 Landlord may, without being liable for doing so, shut off and discontinue gas, water, electricity and any or all utilities whenever such shut off or discontinuance is necessary to make repairs or alterations. No such action by Landlord shall entitle Tenant to an abatement of, or reduction in, Rent or be construed as an eviction or disturbance of possession or as an election

improvements in the Shopping Center and the Common Area insured in the manner required as deemed appropriate by Landlord.

13.5 Tenant shall, and does hereby, indemnify and hold Landlord harmless from and against all claims, loss, cost, damage or expense arising, unless due to the gross negligence or willful misconduct of Landlord or its agents and employees, from: (a) Tenant's use of the Demised Premises or Common Area or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, its agents, contractors, employees, invitees, licensees, sub-tenants and guests, in or about the Shopping Center, including the Demised Premises or Common Area, or elsewhere; (b) the utilities located within or under the Demised Premises causing injury to any persons or property whomsoever or whatsoever; (c) any act or omission of Tenant, its agents, contractors, employees, invitees, licensees, subtenants and guests; and (d) any breach of this Lease by Tenant. Tenant shall, and does hereby, indemnify and hold Landlord harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and shall, at Landlord's election, either defend Landlord with counsel acceptable to Landlord or pay the cost of Landlord's counsel when due.

13.6 Landlord shall not be liable to Tenant for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of, nor to the Tenant, Tenant's agents, contractors, employees, invitees, licensees, subtenants and guests, or any other person in or about the Shopping Center including the Demised Premises or Common Area, whether the damage or injury results from a condition arising in the Demised Premises or the Shopping Center, or from other sources or places, unless due to the gross negligence or willful misconduct of Landlord or its agents or employees. Landlord shall not be liable for any damages arising from the act or neglect of any other tenant of the Shopping Center.

13.7 Tenant hereby releases Landlord from liability for damage or destruction to Tenant's property, whether or not caused by acts or omissions of Landlord. Tenant shall cause its insurance and extended coverage policies in respect of Tenant's property to contain a provision whereby the insurer waives any rights of subrogation against Landlord.

13.8 Any insurance policies required to be maintained by Tenant hereunder shall name the Landlord and the Lender as additional insureds as their interests may appear. Such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to the Landlord and Lender. Insurance required hereunder shall be issued by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or, if there be none, an organization having a national reputation) as having a general policyholder rating of A-V or better. Such policies or duly executed certificates of insurance, reflecting all the requirements of this Article, shall be promptly delivered to the Landlord and Lender and renewals thereof as required shall be delivered to the Landlord and Lender at least thirty (30) days prior to the expiration of the

by Landlord to terminate this Lease. Landlord, shall not, in any way, be responsible or liable on account of such action.

Notwithstanding the foregoing, with respect to any repairs or alterations which Landlord makes or is required to make, Landlord shall: (a) notify Tenant in advance, if practical under the circumstances; and (b) use commercially reasonable efforts (without being required to pay a premium or overtime) to complete same promptly and in a manner so as to attempt to minimize the disruption of Tenant's business, to the extent possible.

12.4 In the event that Landlord institutes any energy conservation measures, or any governmental authority orders any mandatory, energy conservation measures, Tenant shall comply with such measures including, but not limited to, a reduction in operating hours or lighting usage. Tenant's compliance with such requirements shall not entitle Tenant to any abatement of, or reduction in, Rent or be construed as an eviction or disturbance of possession or as an election by Landlord to terminate this Lease. Landlord shall not, in any way, be responsible or liable on account of such action.

13. INSURANCE AND INDEMNITY.

13.1 Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term, a policy of commercial general liability insurance, with contractual liability broad form general liability endorsement, with limits of at least \$3,000,000 per accident, covering any and all claims for injuries to persons in or upon the Demised Premises, including all damages from signs, glass, awnings, fixtures or other appurtenance now or hereafter erected on the Demised Premises, and insuring the indemnity provisions set forth in this Article. The limits of such insurance shall be increased from time to time as reasonably required by Landlord.

13.2 Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term, a policy or policies of property damage liability insurance, with limits of not less than \$100,000.00, together with broad form all peril coverage for the full replacement value of Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property.

13.3 Tenant shall, at Tenant's expense, obtain and keep in force the following insurance: (a) business interruption insurance covering all insurable risks in an amount equal to one (1) year's Rent; (b) Worker's Compensation Insurance covering all persons employed, directly or indirectly in connection with any work, repair, or alteration performed by Tenant and all Employees and agents of Tenant as required by the laws of the State of Florida; (c) such other types of insurance in form and amount which Landlord shall deem prudent for Tenant to maintain and which are customary in similar shopping centers in the locale of the Shopping Center.

13.4 As part of Common Area Costs, Landlord shall keep all buildings and

respective policies.

14. **DAMAGE AND OBLIGATION TO RESTORE.**

14.1 Tenant shall give prompt written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

14.2 If: (a) the Demised Premises is damaged by any uninsurable casualty; or (b) the Demised Premises is damaged to an extent in excess of twenty-five (25%) percent of the cost of replacement thereof; or (c) the Shopping Center is damaged by an uninsurable casualty; or (d) the Shopping Center is damaged in excess of twenty-five percent (25%) of the cost of replacement thereof, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Demised Premises or Shopping Center, as the case may be. If Landlord elects to terminate this Lease, it shall give thirty (30) days written notice of such election to Tenant within ninety (90) days after the occurrence of the casualty. If Landlord elects to rebuild and repair, this Lease shall remain in full force and effect, subject to the provisions hereinafter contained.

14.3 If the Demised Premises or any part of the Shopping Center is damaged, regardless of the extent thereof, during the last twelve (12) months of the Lease Term, Landlord may elect to terminate this Lease by giving written notice to the Tenant within sixty (60) days after the date of occurrence of such damage.

14.4 Except as otherwise provided herein, in the event the Demised Premises or any other part of the Shopping Center, which, if not repaired, will materially and adversely affect the Demised Premises, is damaged by fire or other casualty insured pursuant to the insurance coverages required to be maintained by Landlord or Tenant, Landlord shall proceed with reasonable efforts to rebuild and repair the Demised Premises or Shopping Center, as the case may be. Landlord's obligation to rebuild and repair shall be limited to restoring the Shopping Center and/or Demised Premises, to the extent practical, to substantially the condition in which same existed prior to the casualty (excluding all leasehold improvements, personal property and trade fixtures installed by Tenant) and shall be limited to the extent of the insurance proceeds available to Landlord for such restoration. Tenant, promptly upon completion of such work by Landlord, will proceed with all due diligence to restore the remainder of the Demised Premises, including, but not limited to, the repair or restoration of signs, fixtures and equipment and open the Demised Premises for business as soon as possible. During any period of reconstruction or repair of the Demised Premises, Tenant shall continue the operation of its business within the Demised Premises to the extent practicable.

14.5 In the event Landlord elects to, or is required to, restore the Demised Premises and Tenant is deprived of the occupancy and use of a material portion of the Demised Premises, Minimum Rent and all other Additional Rent, shall, to the extent of payments pursuant to Tenant's business interruption or rent loss policy, equitably abate until Landlord has completed its restoration as provided herein, provided, however, notwithstanding the foregoing, the Rent

shall recommence in full at the earlier of: (i) the date Tenant reopens for business; or (ii) the date upon which the Landlord completes its restoration and redelivers the Demised Premises to Tenant for the completion of Tenant's restoration and/or fixturing. The Lease Term shall "toll" during any such period of total abatement of Rent.

14.6 Notwithstanding anything to the contrary, in the event the Shopping Center or Demised Premises is damaged to such an extent that Landlord, in its sole discretion, elects to not rebuild or restore the Demised Premises or Shopping Center, Landlord may terminate this Lease by giving written notice to Tenant, and this Lease shall terminate and become null and void thirty (30) days after said notice.

15. EMINENT DOMAIN.

15.1 If any part of the Shopping Center is permanently or temporarily taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any condemning authority, whether or not this Lease is terminated, the entire compensation award therefor, both leasehold and reversion, shall be the property of Landlord without any deduction therefrom for any present or future estate of Tenant. Tenant hereby assigns to Landlord all its right, title and interest to any such award, provided, however, that the Tenant shall be entitled to pursue a claim for moving and relocation expenses, its trade fixtures and equipment and improvements which are the property of the Tenant, as long as Tenant's claim for any of the same does not reduce or diminish the Landlord's award. Tenant shall execute all documents required to accomplish such result.

15.2 If any portion of the Demised Premises or Shopping Center is permanently taken, condemned or transferred as aforesaid, at Landlord's option, this Lease shall terminate as of the time possession thereof vests in the condemning authority or earlier date upon which Tenant must surrender possession to condemning authority. If this Lease is not terminated, Landlord shall, to the extent proceeds are made available to Landlord to do so, at its own expense, repair and restore the portion of the Demised Premises not affected by the taking, in which event the Rent shall be reduced in proportion to the area of the Demised Premises taken, effective at the time possession vests in the condemning authority. If the Demised Premises or any part thereof is temporarily taken, condemned or transferred as aforesaid, the Rent shall be abated during the period of such temporary taking by the amount Landlord receives from the condemning authority to compensate it for the loss of use of the Demised Premises.

15.3 If Landlord elects to terminate this Lease, it shall give written notice of such election to Tenant within sixty (60) days after the occurrence of the taking.

15.4 If any part of the Demised Premises or Shopping Center is taken (regardless of the extent thereof) during the last twelve (12) months of the Lease Term, Landlord may elect to terminate this Lease by giving written notice to Tenant within sixty (60) days after the date of such taking.

15.5 Except as otherwise provided herein, in the event the Demised Premises or any other part of the Shopping Center, which, if not repaired, will materially and adversely affect the Demised Premises, is taken, Landlord shall proceed with reasonable efforts to rebuild and repair the Demised Premises or Shopping Center, as the case may be. Landlord's obligation to rebuild and repair shall be, to the extent possible in view of the taking, limited to restoring the Demised Premises or Shopping Center to substantially the condition in which same existed prior to the taking (excluding all leasehold improvements, personal property and fixtures installed by Tenant) and shall be limited to the extent of the condemnation proceeds available to Landlord for such restoration. Tenant, promptly upon completion of such work by Landlord, will proceed with all due diligence to restore the remainder of the Demised Premises, including, but not limited to, the repair or restoration of signs, fixtures and equipment and open the Demised Premises for business as soon as possible. During any period of reconstruction or repair of the Demised Premises, Tenant shall continue the operation of its business within the Demised Premises to the extent practicable.

15.6 In the event Landlord elects to, or is required to, restore the Demised Premises and Tenant is deprived of the occupancy and use of a material portion of the Demised Premises, Minimum Rent and all other Additional Rent, shall, to the extent of payments pursuant to Tenant's business interruption or rent loss policy, equitably abate until Landlord has completed its restoration as provided herein, provided, however, notwithstanding the foregoing, the Rent shall recommence in full at the earlier of: (i) the date Tenant reopens for business; or (ii) the date upon which the Landlord completes its restoration and redelivers the Demised Premises to Tenant for the completion of Tenant's restoration and/or fixturing. The Lease Term shall "toll" during any such period of total abatement of Rent.

15.7 Notwithstanding anything to the contrary, in the event any portion of the Shopping Center or Demised Premises is taken to such an extent that Landlord, in its sole discretion, elects to not rebuild or restore the Demised Premises or the Shopping Center, Landlord may cancel this Lease by giving written notice to Tenant, and the Lease shall terminate and become null and void thirty (30) days after said notice.

16. ASSIGNMENT AND SUBLETTING.

16.1 Tenant shall not voluntarily, involuntarily or by operation of law, assign, sell, mortgage, pledge or in any manner transfer this Lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Demised Premises, without the prior written consent of Landlord, which Landlord may grant or deny in its absolute discretion or upon which Landlord may impose conditions. If Tenant requests such approval, it shall be liable for all costs associated therewith and shall deposit, in advance, with Landlord, Landlord's reasonable estimate thereof. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and subletting. Notwithstanding any

assignment or subletting, Tenant shall, at all times, remain fully responsible and liable for compliance with all of the obligations of Tenant, including the payment of Rent.

A transfer of control, whether or not a transfer of voting stock or other beneficial interest whereby effective control of Tenant is transferred from one person or entity to another, shall be deemed a transfer hereunder.

16.2 In the event of the transfer and assignment by Landlord of its interest in the Lease and/or Shopping Center, Landlord shall thereafter be released from any further obligations in connection with this Lease, and Tenant agrees to look solely to such successor in interest for performance of all obligations arising thereafter.

17. **DEFAULT AND REMEDIES.**

17.1 The following shall constitute Events of Default:

17.1.1 If Tenant defaults in the payment of any sum of money, whether Rent, or otherwise, and such default shall continue for three (3) days.

17.1.2 If Tenant defaults in any other manner and such default shall continue for the period within which performance is required to be made by specific provision of this Lease, or, if no such period is so provided, for twenty (20) days.

17.1.3 If any execution or attachment is issued against Tenant or any of Tenant's property and is not discharged or vacated within ten (10) days.

17.1.4 If Tenant or any Guarantor should commence, in any court pursuant to any statute either of the United States or of any State, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against Tenant or any Guarantor and either an order for relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if Tenant or any Guarantor becomes insolvent or is unable to, or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of Tenant's or any Guarantor's property, whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

17.1.5 If any financial statement given to Landlord by Tenant, any assignee or subtenant of Tenant, any successor in interest of Tenant or any Guarantor is materially false.

17.1.6 If Tenant abandons the Demised Premises.

17.1.7 If Tenant removes, attempts to remove, or expresses or displays any intention to remove any of Tenant's goods or property or any goods or property of others from the Demised Premises, other than in the ordinary and usual course of business, at any time (regardless of the day, or hour of the day or night, and regardless of whether any sum of money payable pursuant to this Lease is then in arrears). Any such removal shall be deemed conclusively to have been made fraudulently or clandestinely with intent to prevent Landlord from distraining or realizing on such goods or property.

17.2 Upon the occurrence of an Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand whatsoever, except as required herein, and in addition to, and not in limitation of any other remedy or right permitted to it by law or in equity or by this Lease.

17.2.1 Landlord, with or without terminating this Lease and without waiving such Event of Default, may perform, correct or repair any condition which Tenant has failed to keep, observe, perform or satisfy. Landlord may take, on behalf of Tenant, whatever steps Landlord deems necessary to cure the Event of Default. Landlord may reenter the Demised Premises for such purposes without being liable for prosecution or claim for damages therefor. Tenant shall fully reimburse and compensate Landlord, on demand, for all costs and expenses incurred by Landlord in such performance, correction or repair, including, without limitation, accrued interest from the date of demand until date of payment at the Default Rate.

17.2.2 Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy it may have, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, without being liable for prosecution or any claim of damages therefor.

17.2.3 Landlord may recover possession of the Demised Premises, with or without terminating this Lease, at Landlord's option, in the manner prescribed by any applicable statute, including without limitation, statutes relating to summary process. Any demand for Rent, reentry for conditions broken, and any and all notices to quit, including without limitation, the notice required by the provisions of Section 83, Florida Statutes, or any similar statutes, or other formalities of any nature, to which Tenant may be entitled, are hereby specifically waived. In any possessory action for nonpayment of Rent or other charge due hereunder, Tenant expressly waives any defense other than payment. Tenant's obligation to pay Rent is independent of any duty or obligation of the Landlord pursuant to this Lease.

17.2.4 Landlord may relet the Demised Premises upon such terms and conditions and for such rental as Landlord deems advisable, without thereby avoiding or terminating this Lease, and Tenant shall remain liable for any and all Rent and other charges and expenses pursuant to this Lease. For the purpose of reletting, Landlord is authorized to make such repairs or alterations,

to the Demised Premises and/or to remove or store Tenant's or other occupants' possessions as may be necessary, in the sole discretion of Landlord, for the purpose of such reletting, and if a sufficient sum is not realized from such reletting (after payment of all costs and expenses of such repairs, alteration or storage and the expense of such reletting and the collection of rent accruing therefrom) each month in an amount equal to the Rent, then Tenant shall pay such deficiency each month upon demand therefor. Actions to collect such amounts may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until the expiration of the Lease Term.

In the event of termination of the Lease or repossession of the Demised Premises for default as described in this Lease, Landlord has no obligation to relet or attempt to relet the Demised Premises, or any portion thereof, or to collect rental after reletting. In the event of reletting, Landlord may relet the whole or any portion of the Demised Premises, as agent for Tenant or for Landlord's own account, for any period, to any tenant and for any use and purpose. Landlord shall owe no duty or obligation to Tenant if Landlord attempts to relet the Demised Premises or, in any way, to mitigate Landlord's damages in the event of termination or repossession of the Demised Premises for a default hereunder.

17.2.5 Landlord may accelerate the balance of all Rent due to the end of the Lease Term and collect the then present value (calculated with a discount factor of 8% per annum) thereof by applying of the difference between (x) the entire amount of Minimum Rent, Common Area Cost Payments, Property Tax Payments and other charges and assessments which in Landlord's reasonable determination would become due and payable during the remainder of the Lease Term (in the absence of the termination of this Lease), and (y) the then fair market rental value of the Demised Premises for the remainder of the Lease Term due and payable. Upon the acceleration of such amounts, Tenant agrees to pay the same at once, in addition to all Rent, costs, charges, assessments, and reimbursements theretofore due. Such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Tenant's failure to comply with the terms and provisions of this Lease. Landlord and Tenant agree that Landlord's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof. In computing such liquidated damages, there shall be added to such deficiency any reasonable expenses as Landlord incurs in connection with reletting, including, but not limited to, court costs, attorneys' fees and disbursements, brokerage fees, and for putting and keeping the Demised Premises in good order or preparing the Demised Premises for reletting. Furthermore, such amount shall be construed as liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

17.2.6 Accelerate the Rent to the balance of the Lease Term.

17.2.7 Alter all locks and other security devices at the Demised Premises without terminating this Lease.

In the event that Landlord takes possession of the Demised Premises pursuant to the authority

herein granted, then Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment at the Demised Premises, including that which is owned by or leased to Tenant, at all times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Demised Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within the County in which the Demised Premises is located. In such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with the removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof which presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of Tenant's signature thereon and without the necessity of Landlord's making any investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity, and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable. Landlord shall in no event be liable to Tenant, including, without limitation, liability for trespass or conversion, with respect to any actions taken pursuant to this Article 17.2.

17.3 In the event of a breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall have the right of injunction, without the necessity of showing irreparable injury or the necessity of posting a bond. In addition, Landlord shall have the right to invoke any remedy allowed at law or in equity as if such remedies were specifically provided for in this Lease. Any particular remedy specified in this Lease shall not preclude Landlord from any other remedies under this Lease, or now or hereafter existing at law or in equity or by statute.

17.4 Tenant and Guarantor, if applicable, expressly waive:

17.4.1 The service of notice of intention to reenter or to institute legal proceedings and any and all rights or redemption granted by or under any present or future laws.

17.4.2 The benefit of all laws, now or hereafter in force, exempting any goods on the Demised Premises, or elsewhere, from distraint, levy or sale in any legal proceedings taken by Landlord to enforce any rights pursuant to this Lease.

17.4.3 The benefit of all laws existing now or hereafter enacted regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods of the Tenant or others from the Demised Premises and the obligation of proving or

identifying the goods distrained, it being the purpose and intent of this provision that all goods of Tenant, whether upon the Demised Premises or not, shall be liable to distress for Rent at any time after Tenant's default pursuant to this Lease, including particularly, but not limited to, those goods removed from the Demised Premises clandestinely and fraudulently, as defined above.

17.4.4 The right to issue a writ or replevin for the recovery of any goods seized under a distress for rent or levy upon an execution for Rent, damages or otherwise and all rights relating to the Landlord-Tenant relationship under any law, ordinance or statute, to the extent that they might limit Landlord's right to cause the distrained goods to be sold.

17.4.5 The right to delay execution on any real estate that may be levied upon to collect any amount which may become due pursuant to the terms and conditions of this Lease and any right to have the same appraised.

17.5 If Landlord cannot terminate this Lease or Tenant's right of possession because of the application of bankruptcy or similar laws, then Tenant, as a debtor in possession or any Trustee, shall: (i) within the statutory time, assume or reject this Lease and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. Tenant, as debtor in possession, or any Trustee may only assume this Lease if (A) it cures or provides adequate assurance that it will promptly cure any default hereunder, (B) it compensates or provides adequate assurance that it will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, including without limitation accrued interest as set forth herein and attorneys' fees as a result of such default, and (C) it provides adequate assurance of performance during the Lease Term of all of the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance shall include, without limitation, adequate assurance (1) of the source payment of Rent reserved hereunder, (2) that the assumption of this Lease will not breach any provision hereunder, and will not cause a breach of any other lease, financing agreement or other agreement relating to the Shopping Center, and (3) that the assumption of this Lease will not disrupt any tenant mix or balance in the Shopping Center.

Unless prohibited by applicable law, Tenant shall pay Landlord the amount of all reasonable legal fees and expenses incurred by Landlord arising out of, or resulting from, any bankruptcy case involving Tenant, including the filing by, or against, Tenant of any petition for relief under any applicable bankruptcy or similar law.

17.6 In case of any action or proceeding brought to enforce the terms and provisions of this Lease, the non-prevailing party in any such action or proceeding shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing party or its agents or both in enforcing the provision of this Lease.

17.7 No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof. No acceptance of Rent by Landlord at any time when Tenant is in default hereunder shall be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default. No waiver or indulgence granted by Landlord to Tenant shall be taken as an estoppel against Landlord. If at any time, Tenant is in default hereunder, an acceptance by Landlord of Rent during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such other rights or remedies as Landlord may have shall not be construed as a waiver of such default, but Landlord may at any time thereafter terminate this Lease on account of such default or pursue its rights and remedies hereunder.

17.8 Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event earlier than thirty (30) days after written notice by Tenant to Landlord and to any Lender whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations, provided, however, that if the curing of Landlord's obligations requires more than thirty (30) days to cure, Landlord shall not be in default if Landlord commences its efforts to cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

17.9 Late payment by Tenant of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage encumbering the Shopping Center. Accordingly, if any installment of Rent or any other sum due from Tenant has not been received by Landlord or Landlord's designee within three (3) days after such amount is due, Tenant shall pay to Landlord a late charge equal to six (6%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event any check tendered by Tenant is not be honored for any reason, Tenant shall pay to Landlord, immediately on demand, a service fee of Fifty (\$50.00) Dollars.

17.10 Any sum due and owing by Tenant hereunder shall bear interest at the highest rate allowed by law from the due date until paid, including post judgment ("Default Rate").

18. **LANDLORD'S LIEN.** IN ADDITION TO ANY LIEN PROVIDED TO LANDLORD AT LAW, TO SECURE THE PAYMENT OF ALL RENT AND OTHER SUMS OF MONEY DUE AND TO BECOME DUE AND THE FAITHFUL PERFORMANCE OF

THE LEASE BY TENANT, TENANT HEREBY GRANTS TO LANDLORD AN EXPRESS FIRST AND PRIOR LIEN AND SECURITY INTEREST ON ALL PROPERTY (INCLUDING FIXTURES, EQUIPMENT, CHATTELS AND MERCHANDISE) WHICH MAY BE PLACED IN, OR BROUGHT UPON, THE DEMISED PREMISES, AND ALSO UPON ALL PROCEEDS OF ANY INSURANCE WHICH MAY ACCRUE TO TENANT BY REASON OF DESTRUCTION OF OR DAMAGE TO ANY SUCH PROPERTY. SUCH PROPERTY SHALL NOT BE REMOVED THEREFROM WITHOUT THE WRITTEN CONSENT OF LANDLORD UNTIL ALL RENT AND OTHER SUMS OF MONEY THEN DUE TO LANDLORD HEREUNDER SHALL FIRST HAVE BEEN PAID. THIS LIEN AND SECURITY INTEREST IS GIVEN IN ADDITION TO THE LANDLORD'S STATUTORY LIEN AND SHALL BE CUMULATIVE THERETO. CONCURRENTLY WITH THE EXECUTION OF THE LEASE (OR LATER IF REQUESTED BY LANDLORD AT ITS DISCRETION), TENANT SHALL EXECUTE AND DELIVER TO LANDLORD UNIFORM COMMERCIAL CODE FINANCING STATEMENTS IN SUFFICIENT FORM SO THAT WHEN PROPERLY FILED, THE SECURITY INTEREST HEREBY GIVEN SHALL BE PERFECTED. THE LIEN AND SECURITY INTEREST CREATED HEREBY SHALL TERMINATE WHEN ALL OF THE RENT AND OTHER SUMS OF MONEY BECOMING DUE DURING THE LEASE TERM SHALL HAVE BEEN PAID IN FULL.

19. SUBORDINATION AND ATTORNMENT.

19.1 This Lease is subordinate to those liens and encumbrances affecting the Shopping Center and/or Demised Premises, at any time and from time to time. This Lease is subordinate to any ground lease, mortgage or any other hypothecation or security interest hereafter placed upon the Shopping Center or the Demised Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. The subordination set forth herein is self-operative, and no further instrument of subordination shall be required for any purpose. If any Lender or ground lessor elects to have this Lease be prior to the lien of its mortgage or ground lease, and gives written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage or ground lease.

Tenant agrees to execute any documents required to evidence such subordination or to make this Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead, to do so.

19.2 Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage encumbering the Shopping Center, attorn to the purchaser at any foreclosure sale and recognize such purchaser as Landlord pursuant to this Lease and shall execute any documents required to evidence same.

20. **ESTOPPEL CERTIFICATE.**

20.1 Tenant shall, at any time upon not less than ten (10) days' prior written notice from the Landlord or Lender, execute, acknowledge and deliver to the Landlord, Lender, or designees, a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to the Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or existing or prospective lender.

20.2 At Landlord's option, Tenant's failure to deliver such statement within such time shall be an Event of Default. In addition, within ten (10) days after delivery of the request if Tenant has not delivered such statement, it shall be conclusive evidence that: (i) this Lease is in full force and effect, without modification except as may be represented in good faith; (ii) there are no uncured defaults by Landlord; and (iii) not more than one (1) month's Rent has been paid in advance.

21. **NOTICES.**

21.1 Any notice, request, demand, approval, consent or other communication which Landlord or Tenant may be required or permitted to give to the other, shall be in writing and shall be mailed by certified mail, return receipt requested, or via overnight courier, at the address specified in this Lease or to such other address as either party shall have designated by written notice to the other. Notice shall be deemed given three (3) business days after same shall have been deposited in an official United States Post Office, postage prepaid, or one (1) day after being deposited with an authorized representative of an overnight courier service such as Federal Express.

21.2 If the Lender has given notice to Tenant that it is the holder of a mortgage encumbering the Shopping Center and such notice includes the address to which notices are to be sent, Tenant shall give to the Lender notice simultaneously with any notice given to Landlord to correct any alleged default of Landlord hereunder. The Lender shall have the right, within thirty (30) days after receipt of notice, to correct or remedy such default before Tenant may take any action pursuant to this Lease by reason of such default, provided, however, Tenant may take no action pursuant to this Lease by reason of such default if the Lender has commenced, during said thirty (30) day period, to remedy the alleged default and continues thereafter to use its diligence to remedy the alleged default. If the Lender has previously notified Tenant, any notice of default given to Landlord shall be null and void unless simultaneous notice has been given to Lender.

22. **SURRENDER.** Upon the expiration or termination of this Lease, Tenant shall deliver and surrender the Demised Premises to Landlord in good order and condition, ordinary

wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its moveable personal property, including trade fixtures and decorations and, if requested by Landlord, all alterations and additions, and shall repair any damage caused thereby. All floor coverings, window, wall and ceiling treatments shall not be removed from the Demised Premises. If Tenant fails to repair any damage caused by the removal of such property from the Demised Premises, Landlord may restore the Demised Premises, and all such costs incurred thereby shall be paid by Tenant. If Tenant fails to remove its property upon the expiration of the Lease Term, said property shall, at Landlord's option, be deemed abandoned and shall become the property of Landlord or Landlord may cause it to be moved and stored at Tenant's expense.

23. **HOLDING OVER.** Tenant may not remain in possession of the Demised Premises after the expiration of the Lease Term. If Tenant remains in possession of the Demised Premises after the expiration of the Lease Term, Tenant shall become a tenant at sufferance and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay one hundred fifty percent (150%) of the Rent in effect as of the expiration date until Tenant surrenders possession. Nothing contained herein shall be interpreted to grant permission to Tenant to holdover or to deprive Landlord of any rights and remedies with respect thereto.

24. **BROKER'S FEE.** Tenant warrants to Landlord that, unless otherwise provided in this Lease, Tenant has dealt with no real estate broker or agent in connection with this Lease other than as stated in the Business Provisions. Tenant covenants and agrees to defend, indemnify and save Landlord harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses claimed by, or due to, any real estate broker or agent which claims to have dealt with Tenant in connection with this Lease and the execution and delivery of this Lease.

25. **LANDLORD'S RIGHTS.** Landlord, Lender and their respective agents shall have the right to enter the Demised Premises, upon reasonable notice during Tenant's business hours for the purposes of inspecting same, showing the same to prospective purchasers and lenders, or lessees, and making such repairs to the Demised Premises or, subject to the terms of this Lease, to the building of which they are a part as Landlord may deem necessary and desirable.

26. **MISCELLANEOUS PROVISIONS.**

26.1 Tenant shall not record this Lease. Tenant shall, within ten (10) days after request by Landlord, execute and deliver a memorandum of the Lease for the purpose of recordation in a form prescribed by Landlord.

26.2 Nothing herein contained shall be deemed or construed by the parties hereto, nor

by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of Rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

26.3 The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Landlord and Tenant acknowledge that they were each represented by counsel in connection with this Lease and that each of them or their respective counsel reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

26.4 Time is of the essence of Tenant's obligations hereunder.

26.5 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

26.6 Upon Tenant paying the Rent reserved hereunder and observing and performing all the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Demised Premises against disturbance by Landlord or those persons claiming by, through or under Landlord, for the entire Lease Term, subject to all the provisions of the Lease.

26.7 Each provision performable by Tenant hereunder shall be deemed both a covenant and a condition. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

26.8 The Lease shall be governed by the laws of the State of Florida. To the extent allowable by law, both parties waive trial by jury. Venue for any action hereunder shall be in Palm Beach County, Florida. Subject to the provisions hereof restricting assignment or subletting by Tenant and regarding Landlord's liability, this Lease shall bind the parties, their personal representatives, successors and assigns.

26.9 The terms "Landlord" and "Tenant", as used herein, denote both singular and plural and all genders. Where "Tenant" consists of more than one person, whether natural or artificial, all the persons constituting "Tenant" shall be jointly and severally liable for all obligations to be performed by Tenant herein. If Tenant is a corporation or other entity, Tenant shall furnish to Landlord such evidence as Landlord may require in order to evidence the authority of Tenant to execute and deliver the Lease and to perform its obligations hereunder.

26.10 Notwithstanding any provisions herein to the contrary, there shall be absolutely

no personal liability on the part of Landlord, its directors, officers or shareholders, or any of its partners, their directors, officers or shareholders, with respect to any of the terms, conditions and covenants of this Lease. Tenant shall look solely to the interest of Landlord in the Shopping Center for the satisfaction of each and every remedy of Tenant.

26.11 The submission of this Lease for examination by Tenant does not constitute an offer or an option to lease the Demised Premises, nor is it intended as a reservation of the Demised Premises for the benefit of Tenant, nor shall the Lease have any force or validity until and unless a copy of it is returned to Tenant duly executed by Landlord.

26.12 No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated Rent then due and payable.

26.13 Landlord may instruct Tenant to forward all sums due Landlord to a "lock box" account maintained by Landlord which will result in such checks being automatically deposited to Landlord's account without review or inspection prior to the same being deposited. Landlord shall not be bound by an endorsement or statement on any check or any letter accompanying any check or payment and no such endorsement, statement or letter shall be deemed an accord and satisfaction, whether such check or letter is forwarded to Landlord's "lock box" or directly to Landlord, Agent or elsewhere and Landlord or Landlord's bank may accept such check or payment or prejudice to Landlord's right to recover the balance of Rent or pursue any other remedy provided in this Lease, at law or in equity.

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

26.15 All Tenant's payment and indemnity obligations pursuant to this Lease, and those which by their nature are to be performed after the termination hereof, shall survive the termination of this Lease.

Signed in the presence of:

LANDLORD:

Print Name: _____

Jannah Blossom Corp.,
a Florida corporation

Print Name: _____

By: [Signature]
Print Name: Robert Carter
Title: President
Date: 4/13/00

Print Name: _____

TENANT:
Twice Upon a Bagel, Inc.,
a Florida corporation

Print Name: James Milk

By: [Signature]
Print Name: Marcella Speranza
Title: President
Date: 4/13/00

* See attached addendum to lease

[Signature]

NOT A CERTIFIED COPY

EXHIBIT "A"

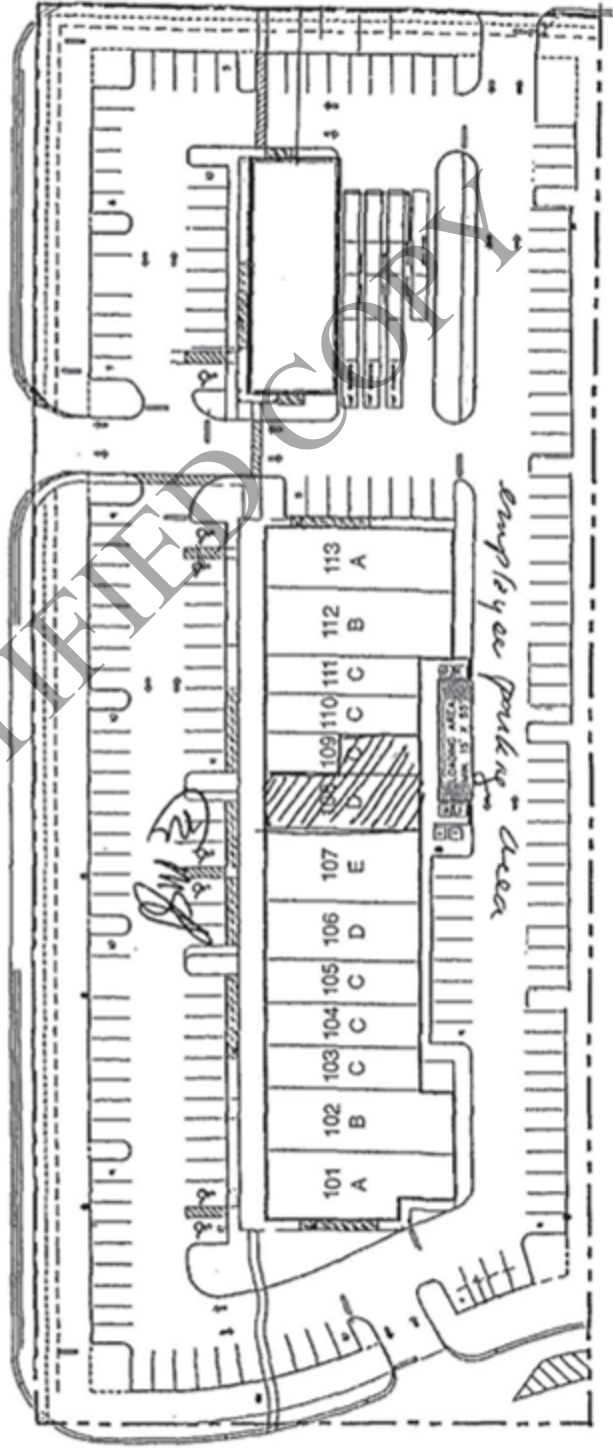
DEPICTION OF DEMISED PREMISES AND SITE PLAN

NOT A CERTIFIED COPY



Via Addison

Suites	Space	Size	Area
101	A =	35 x 85	2,775 SF
102	B =	25 x 85	2,125 SF
103-105	C =	20 x 70	1,400 SF
109-111	C =	20 x 70	1,400 SF
106, 108	D =	25 x 70	1,750 SF
107	E =	30 x 70	2,100 SF
112	B =	25 x 85	2,125 SF
113	A =	35 x 85	2,975 SF



* Slightly irregular - see construction plans

EXHIBIT "B"

LEGAL DESCRIPTION OF SHOPPING CENTER

NOT A CERTIFIED COPY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARING VALUE SOUTH 89°23'50" WEST BEING THE SOUTH BOUNDARY OF "THE PLAT OF POLO CLUB EQUESTRIAN CENTER", AS RECORDED IN PLAT BOOK 61, PAGE 166, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF THE PLAT OF THE POLO CLUB EQUESTRIAN CENTER RECORDED IN PLAT BOOK 61, PAGE 166, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°34'58" EAST ALONG A LINE WHICH IS 60 FEET EAST OF AND PARALLEL WITH THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 27, WHICH BEARS SOUTH 00°34'58" EAST ALONG A GRID BEARING FROM THE NORTH QUARTER CORNER OF SECTION 27, SAID QUARTER CORNER HAVING A PALM BEACH COUNTY COORDINATE VALUE OF 779191.867 EAST AND 766057.2561 NORTH, A DISTANCE OF 705.65 FEET TO THE "POINT OF BEGINNING"; THENCE CONTINUE SOUTH 00°34'58" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 655.50 FEET, INTERSECTING THE WESTERLY PROLONGATION OF THE NORTH BOUNDARY OF THE PLAT OF SAN MICHEL OF THE POLO CLUB RECORDED IN PLAT BOOK 64, PAGES 124 THRU 131, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°25'34" EAST ALONG SAID WESTERLY PROLONGATION OF THE PLAT OF SAN MICHEL OF POLO CLUB A DISTANCE OF 252.15 FEET TO THE NORTHWEST BOUNDARY OF SAID PLAT OF SAN MICHEL OF POLO CLUB; THENCE NORTH 00°18'40" WEST A DISTANCE OF 655.58 FEET TO THE SOUTH BOUNDARY LINE OF THE RIGHT OF WAY FOR MORIKAMI PARK ROAD, RECORDED IN OFFICIAL RECORD BOOK 3372, PAGE 128, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°24' 42" WEST ALONG SAID SOUTH BOUNDARY LINE FOR MORIKAMI PARK ROAD, A DISTANCE OF 255.26 FEET TO THE POINT OF BEGINNING. CONTAINS 3.81+ ACRES

COPY

WWW.REAL.ESTATE.PALM.BEACH.FL

EXHIBIT "C"

LANDLORD'S WORK

(Based on a Vanilla Box)

2 X 2 DROP CEILING THROUGHOUT

CEILING HEIGHT - 10 FT. - 11 FT.

CONCRETE FLOOR

STANDARD STOREFRONT BASED ON ARCHITECTURAL DRAWINGS

TWO (2) BATHROOMS WITH COLD WATER TO CODE

ONE FLUORESCENT 2 X 4 LIGHT FIXTURE PER 100 SQ. FEET

ONE TON OF HVAC PER 350 SQUARE FEET WITH DROPS

___ AMPS OF ELECTRICAL SERVICE - 3 PHASE - FOUR WIRE OUTLETS TO CODE

DEMISING WALLS READY TO PAINT - UNPAINTED DRYWALL ON METAL STUDS,
TAPES AND SPACKLED ONLY

FIRE SPRINKLERS TO CODE

A BLANK ¾" CONDUIT FOR TELEPHONE SERVICE

ONE GREASE TRAP, TO CODE

These improvements are subject to change, errors, omissions and Landlord not be held liable.

EXHIBIT "D"

TENANT'S WORK (IF APPLICABLE)

NOT A CERTIFIED COPY

EXHIBIT "E"

GUARANTY

NOT A CERTIFIED COPY

Exhibit "E"

CONTINUING LEASE GUARANTY

FOR VALUABLE CONSIDERATION, the undersigned (hereinafter collectively called "Guarantor"), for themselves, their heirs, representatives, successors and assigns, hereby unconditionally guarantee to Jennah Blossom Corp., a Florida corporation, and its successors, participants, endorsees and/or assigns (collectively, "Landlord"), due performance and full and prompt payment, without setoff or deduction, whether at maturity or by acceleration, or otherwise, of any and all obligations and indebtedness, prospectively from the date hereof, of Twice Upon a Bagel, Inc. ("Tenant") arising out of that certain lease dated April 13, 2000 ("Lease").

The items described above and hereinafter are hereinafter collectively referred to as the "Obligations".

"Obligations" is used herein in its most comprehensive sense, and includes any and all rent, additional rent, advances, debts, obligations and liabilities of Tenant heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whether due or not, absolute or contingent, liquidated or non-liquidated, and whether Tenant may be liable individually or jointly with others, or whether recovery upon the Obligations may be or hereafter become barred by any statute of limitations, or whether Obligations may be or hereafter become otherwise unenforceable. This is a Continuing Guaranty relating to the Obligations, including that arising under subsequent or successive transactions between Tenant and Landlord, which shall either continue or increase the Obligations and is not limited as to amount.

The Obligations hereunder are independent of the Obligations of Tenant. A separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against Tenant or whether or not Tenant may be joined in any such action or actions. This is a guarantee of payment and performance and not of collection.

Guarantor acknowledges that the Obligations referred to herein are valid and binding. Guarantor authorizes Landlord, without notice or demand, and without affecting its liability hereunder, from time to time, and on any number of occasions, to: (a) renew, amend, compromise, extend, accelerate, reinstate or otherwise change the time for payment of, or otherwise change the terms of the Lease and/or Obligations or any part thereof, including increasing or decreasing the amounts thereof; (b) take and hold security for the payment of this Guaranty or the Obligations guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Landlord in its discretion may determine; and (d) release or substitute any one or more of the Guarantors and/or Tenant. Guarantor acknowledges and agrees that no act or omission of any kind by Landlord, including, but not limited to, the failure to take or perfect a security interest in any security for the Obligations, shall affect or impair this Guaranty and Landlord shall have no duties in respect thereof to guarantor. Landlord may without notice assign this Guaranty in whole or in part.

Guarantor waives any right to require Landlord to: (a) proceed against Tenant; (b) proceed against or exhaust any security held from Tenant; or (c) pursue any other remedy in Landlord's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant. Until the Obligations of Tenant to Landlord has been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant and waives any benefit of, and any right to participate in any security now or hereafter held by Landlord. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor and notices of acceptance of this Guaranty and of the existence, creation or incurring of new or additional Obligations. Guarantor hereby indemnifies Landlord against

VIA ADDISON/BAGEL/GUARANTY-MASTER WITH ROLLING GUARANTY

loss, cost or expense, by reason of the assertion by the Guarantor of any defense hereunder based upon any such action or inaction of Tenant. Guarantor waives any right or claim of right to cause a marshalling of Tenant's assets or require the Landlord to do so. No delay on the part of Landlord in any exercise of any right, power or privilege under the lease or related documentation with the Tenant or under this Guaranty shall operate as a waiver of any such privilege, power or right.

Any indebtedness of Tenant now or hereafter held by Guarantor is hereby subordinated to all Obligations of Tenant to Landlord. Such indebtedness of Tenant to Guarantor, if Landlord so requests, shall be collected, enforced and received by Guarantor, as trustees for Landlord, and be paid over to Landlord on account of the Obligations of Tenant to Landlord, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

In the event of any litigation or other dispute relating to this Guaranty, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegal fees, and all other costs and expenses, whether suit be brought or not, and in the event suit is brought, then for all services in trial, appellate and bankruptcy proceedings.

GUARANTOR DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIMS ARISING HEREUNDER OR RESULTING FROM THE MATTERS REFERRED TO HEREIN.

Upon the default of Tenant or Guarantor with respect to any of its Obligations or liabilities to Landlord, or in case Tenant or Guarantor shall become insolvent or make an assignment for the benefit of creditors, or if a petition in bankruptcy or for corporate reorganization or for an arrangement be filed by or against Tenant or Guarantor, or in the event of the appointment of a receiver for Tenant or for Guarantor or their properties, or in the event that a judgment is obtained against Tenant or Guarantor which has not been satisfied or bonded within ten (10) days of the entry of such judgment, or warrant of attachment issued against Tenant or Guarantor, all or any part of the Obligations and liabilities of Tenant and/or of the Guarantor to Landlord, whether direct or contingent, and of every kind of description shall, without notice or demand, at the option of the Landlord, become immediately due and payable and shall be paid forthwith by the Guarantor.

Where the Tenant and/or Guarantor is a corporation or a partnership, it is not necessary for Landlord to inquire into the powers of the Tenant, or the officers, directors, partners or agents acting or purporting to act in the Tenant's or Guarantor's behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

Notwithstanding any provision herein or in any instrument now or hereafter evidencing said indebtedness, the total liability for payments in the nature of interest shall not exceed the limits imposed from time to time by the usury laws of the State of Florida.

The terms "Tenant", "Landlord" or "Guarantor" shall denote the singular or the plural, and natural or artificial persons whenever and wherever the context so requires or admits. This Guaranty shall, for all purposes, be governed by and construed with the laws of the State of Florida.

The Guarantor acknowledges that Landlord has been induced by this Guaranty to make or continue, as the case may be, the aforescribed Lease and other agreements with the Tenant, and would not have made such agreements without this Guaranty. This Guaranty shall, without further reference or assignment, pass to, and may be relied upon and enforced by, any successor or participant or assignee of Landlord.

Notwithstanding anything in this Guaranty to the contrary, and provided that Tenant has performed all other Obligations pursuant to the Lease, Guarantor shall have the right to terminate its/their liability hereunder upon payment, in cash, to Landlord of the following sums:

VIA ADDISON/BAGEL/GUARANTY-MASTER WITH ROLLING GUARANTY

a. All sums due pursuant to the Lease until the Tenant vacates the Demised Premises (whether voluntarily or by legal process).

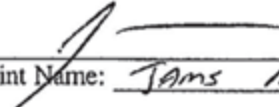
b. An amount equal to one (1) year Rent (including Minimum Rent and Additional Rent (as reasonably estimated by the Landlord) which would have been paid if the Lease had not been terminated (or possession retaken by Landlord for the account of Tenant).

Absent receipt of the payments in a and b above, as applicable, this Guaranty shall remain in full force and effect with respect to all of the Obligations.

This Guarantee shall terminate in connection with the Lease upon the payment in full of the Obligations.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 13 day of April, 2000.

WITNESSES:

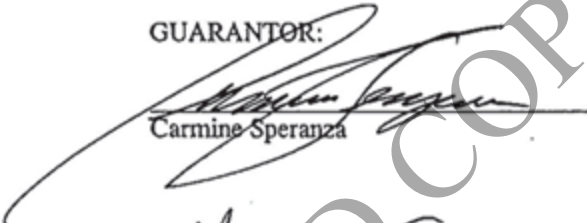

Print Name: James M. H.

Print Name: _____


Print Name: James M. H.

Print Name: _____

GUARANTOR:


Carmine Speranza


Marcela Speranza

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EXHIBIT "F"

RULES AND REGULATIONS

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EXHIBIT "F"

VIA ADDISON

RULES AND REGULATIONS

The following Rules and Regulations shall be observed by Tenant, except as the same may be waived or modified in writing by Landlord, in its sole discretion:

1. All deliveries and/or shipments of any kind to and from the Demised Premises, including loading and unloading of goods, shall be made at the rear of the Demised Premises or at any other reasonable location designated by Landlord. Trailers and/or trucks making deliveries or shipments to and from the Demised Premises shall remain parked in the Shopping Center only during those periods necessary to complete such deliveries or shipments. In no event shall such trailers or trucks remain parked in the Shopping Center overnight or beyond the closing hour of the Shopping Center.
2. All garbage and refuse shall be placed in approved containers at the locations within the Shopping Center as designated by Landlord, for collection by contractors, as may from time to time be designed by Landlord. All boxes shall be flattened prior to placement in the container.
3. All soiled or dirty linen shall be stored in approved fire rated metal containers with self-closing fusible link covers.
4. The interior of the Demised Premises and all glass in the windows and doors therein shall be kept clean and in a neat, attractive condition. All display windows and exterior electric signs in front of the Demised Premises shall be lighted from dusk until 10:00 P.M. every day, including Sundays and holidays. *Minimum 5 hours Monday - Saturday & consecutive hours i.e. 6:00 am - 2 pm.*
5. All décor and fixturing of the Demised Premises and the merchandise and operation of the business thereon shall be maintained and operated in a manner consistent with the operation of a first class, high quality, store or business in a respectable, reputable, tasteful, competent and dignified manner.
6. No radio, television, phonograph loud speaker, sound projection device, flashing or other lights, or other similar devices, or aerial attached thereto which is audible or visible outside the Demised Premises shall be installed without first obtaining, in each instance, the Landlord's written consent. If such consent is given, such device shall only be used in a manner approved by Landlord.
7. All areas immediately adjoining the Demised Premises, in the front and at the rear, shall be kept clean and free from dirt and rubbish. No obstructions or property shall be placed, suffered or permitted in such areas or in any area outside of the Demised Premises.
8. The Common Area or any portion of the Shopping Center outside of the Demised Premises, shall not be used for business or promotional purposes, unless permitted by Landlord in writing.
9. Tenant and Tenant's employees shall park their cars and/or delivery vehicles only in those portions of the parking areas designated for that purpose by Landlord. If Tenant or Tenant's employees shall fail to park their cars in such designated parking areas, Tenant hereby authorizes Landlord to remove, at the expense of Tenant or its employee, any such cars and/or to attach violation stickers or notices to such cars. Tenant hereby waives and releases Landlord and hereby indemnifies and agrees to hold Landlord harmless from all claims, liabilities, costs and expenses which may result or arise therefrom.
10. The plumbing facilities serving the Demised Premises shall not be used for any purpose other than for which

they were constructed. No foreign substances of any kind shall be disposed of in the plumbing facilities.

11. No trash or garbage shall be burned or incinerated in or about the Demised Premises or the Shopping Center.

12. No portion of the Demised Premises shall be utilized as living, sleeping or lodging quarters.

13. No load shall be placed on any floor of the Demised Premises which exceeds the floor load per square foot areas which the floor was designated to carry.

14. All mechanical equipment and machinery will be kept and maintained free of noise and vibrations.

15. No odors or vapors shall be permitted or caused to emanate from the Demised Premises which would adversely affect the Shopping Center.

16. No live animals shall be kept on or within the Demised Premises, except as specifically permitted by Landlord.

17. Tenant shall employ a pest extermination contractor to service the Demised Premises at reasonable intervals so that the Demised Premises shall remain free at all times.

18. No linoleum or other similar floor covering shall be installed so that such floor covering shall come in direct contact with the floor of the Demised Premises. If linoleum or other similar floor covering is installed, an interliner or builders deadening felt shall be first affixed to the floor by paste or other material soluble in water, so that such floor covering may be easily removed. No cement or other similar material shall be used.

19. No automobiles, trucks or other vehicles may be stored in or parked on the Demised Premises or on the Shopping Center, or may be parked thereon which are not capable of being operated under their own power.

20. Employees and customers of the Tenants shall not loiter outside the Demised Premises or the Common Areas of the Shopping Center. Smoking shall be permitted on the premises of the Shopping Center only in areas specifically designated by the Landlord.

21. *Tenant to provide submeter for water usage and own garbage dumpster.*

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MA
MCA

EXHIBIT "G"
SIGN CRITERIA

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VIA ADDISON

UNIFORM SIGN IDENTITY CRITERIA

Uniform Tenant Sign Criteria

The purpose of this criteria is to create the framework for a comprehensive and balanced guideline for The Shoppes at Via Addison.

All tenants shall, at their own expense, provide for and install their identity sign in accordance with the provisions of this criteria and details as provided herein. In addition, all tenant identity signage must follow provisions and guidelines of Palm Beach County Sign Code with consideration to square footage requirements.

All tenants shall, at their own expense, supply scaled, detailed drawings and specifications to landlord and/or his representatives for the purpose of approval of identity systems prior to submittal to Palm Beach County for permit purposes. A certificate of Acceptance from landlord must accompany all applications to Palm Beach County for permit submittal.

Building Mounted Tenant Identity:

Letter Construction:

The approved manufacturing criteria are individually illuminated, fabricated aluminum reverse channel letter forms. Letter form construction from 13 millimeter surfaces. 2 ½" return. Color PPG 9000 (Black).

Letter Installation:

All lettering to be installed with 2 ½" wire standoff mounts to building face with all wiring and transformers concealed behind building face. Access for wiring supplied by building contractor (See Exhibit A).

Lettering Removal:

Upon termination of tenants lease, tenant will be responsible for the removal of all lettering, transformers, and wiring. Tenant to be responsible for patching and re-sealing of wall area. Failure to do so will result in charges to tenant from Landlord for Landlord having to remove product.

Internal Illumination:

Internal illumination shall be from single or double tube white neon applicable to width and size of letter stroke. 6500 White.

Letter Style:

Tenants without a trade letter/logo style shall have a choice from two (2) approved letter fonts. These letter fonts will serve as the primary identification feature for these tenants. (See Exhibit B)

Tenants with a recognized trade letter/logo style shall be allowed to utilize that letter style for signage identity.

Letter Size:

All tenants shall be allowed to choose from letter heights of minimum of 12", 15", 18" to a maximum of 20" per letter. Final letter size shall be determined through the following conditions and square footage requirements/Palm Beach County.

Length of tenants trade name as restricted by 80% rule.

Example:

A tenant who chooses "Travel" as their trade name would have the opportunity to utilize a 20" tall letter, as this minimum amount of lettering would fall within the 80% rule based on length of a traditional 20' store front. (See Exhibit C).

A tenant who chooses "World Wide Travel" as their trade name could utilize 12" lettering in an upper case "Two Line" format or an 18" upper/lower case straight line format. The examples depicted in Exhibit D and E would conform to the 80% rule based on length of a traditional 20' storefront.

Tenants shall be allowed to use a "2 line" format of stacking message as long as said stacking falls within the 80% rule and minimum letter size format. (See Exhibit D).

Tenants with "side" elevations shall be allowed identification as long as total sq. footage does not exceed County requirements.

Size and style to be approved by landlord and subject to Palm Beach County Sign Code specifications.

Undercanopy Signage:

Tenants shall purchase the undercanopy signage (bracket and insert) from landlords approved manufacturer. Tenant shall submit scaled layout to Landlord for approval. Layout shall depict text, size and color of text and background. (Refer to Exhibit F for concept).

Window Lettering:

Window lettering shall be restricted to the following:

1. Trade name i.e.: World Wide Travel
2. Tag Line i.e.: Your Travel Experts Since 1933
3. Hours of operation

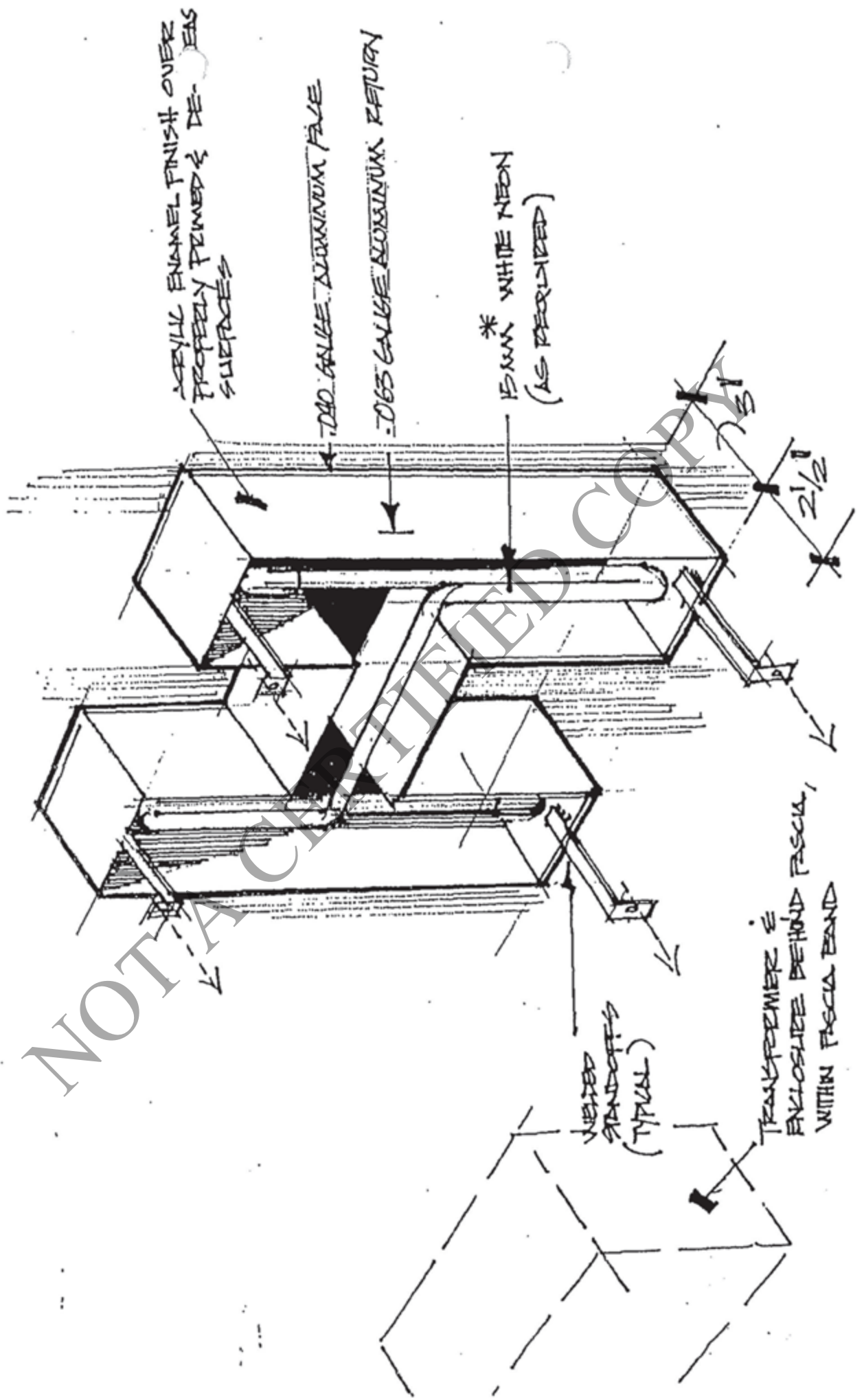
Letter style, size and format to follow (Exhibit G) of criteria illustrations. Lettering produced in vinyl format and installed per (Exhibit G).

Rear Door Identity:

Tenant bays shall be identified with individual vinyl graphics, applied to rear access door. Copy restricted to bay number and primary trade name only in size, color and style as outlined on (Exhibit H) drawing.

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Exhibit A) Letter Fabrication



World Wide Travel

Style 1) Serif

Bold) **World Wide Travel**

Italic) *World Wide Travel*

World Wide Travel

Style 2) Block

Italic) ***World Wide Travel***

Exhibit B) Letter Style Options :

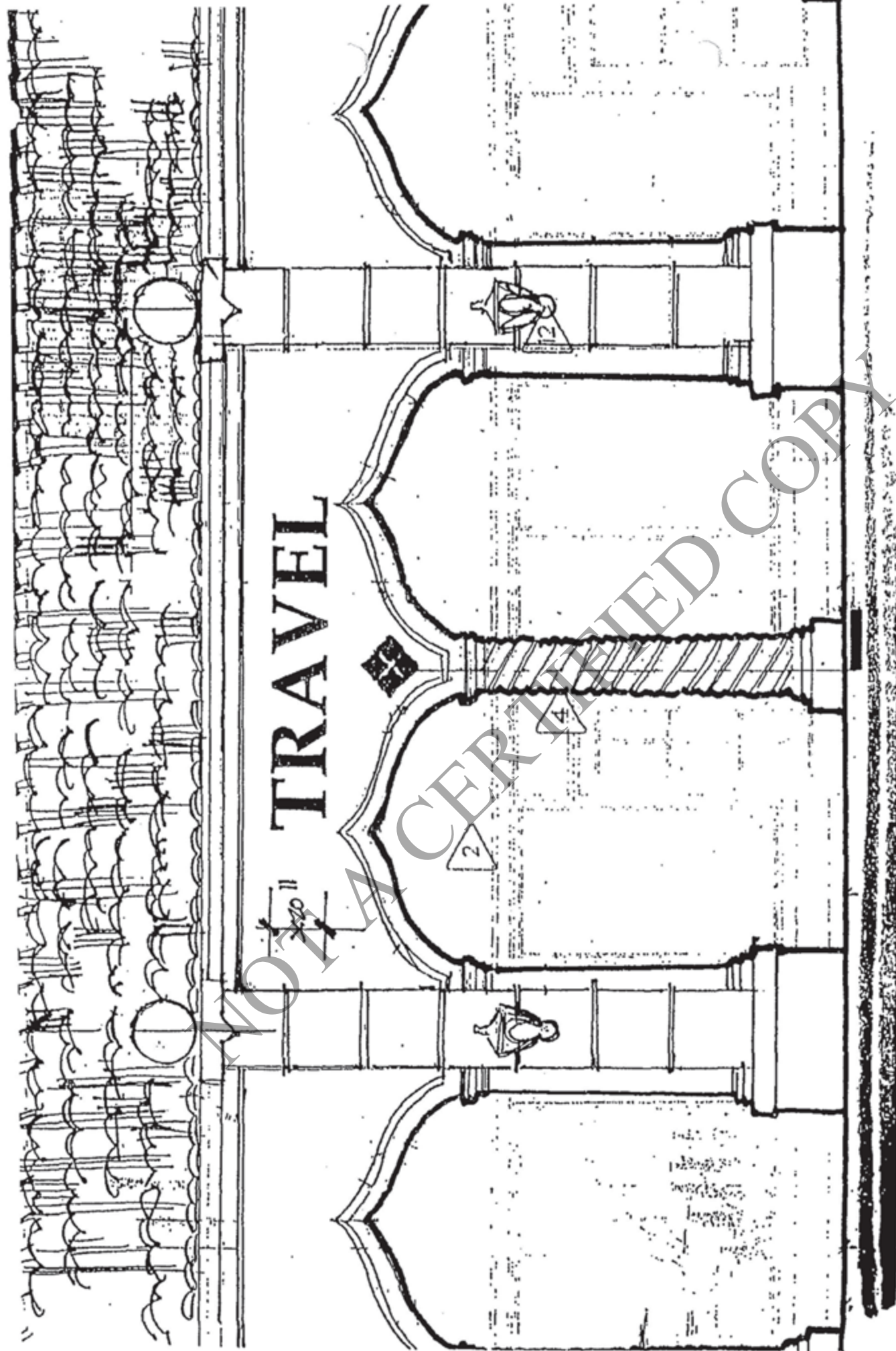


Exhibit C) Typical Lettering Layout

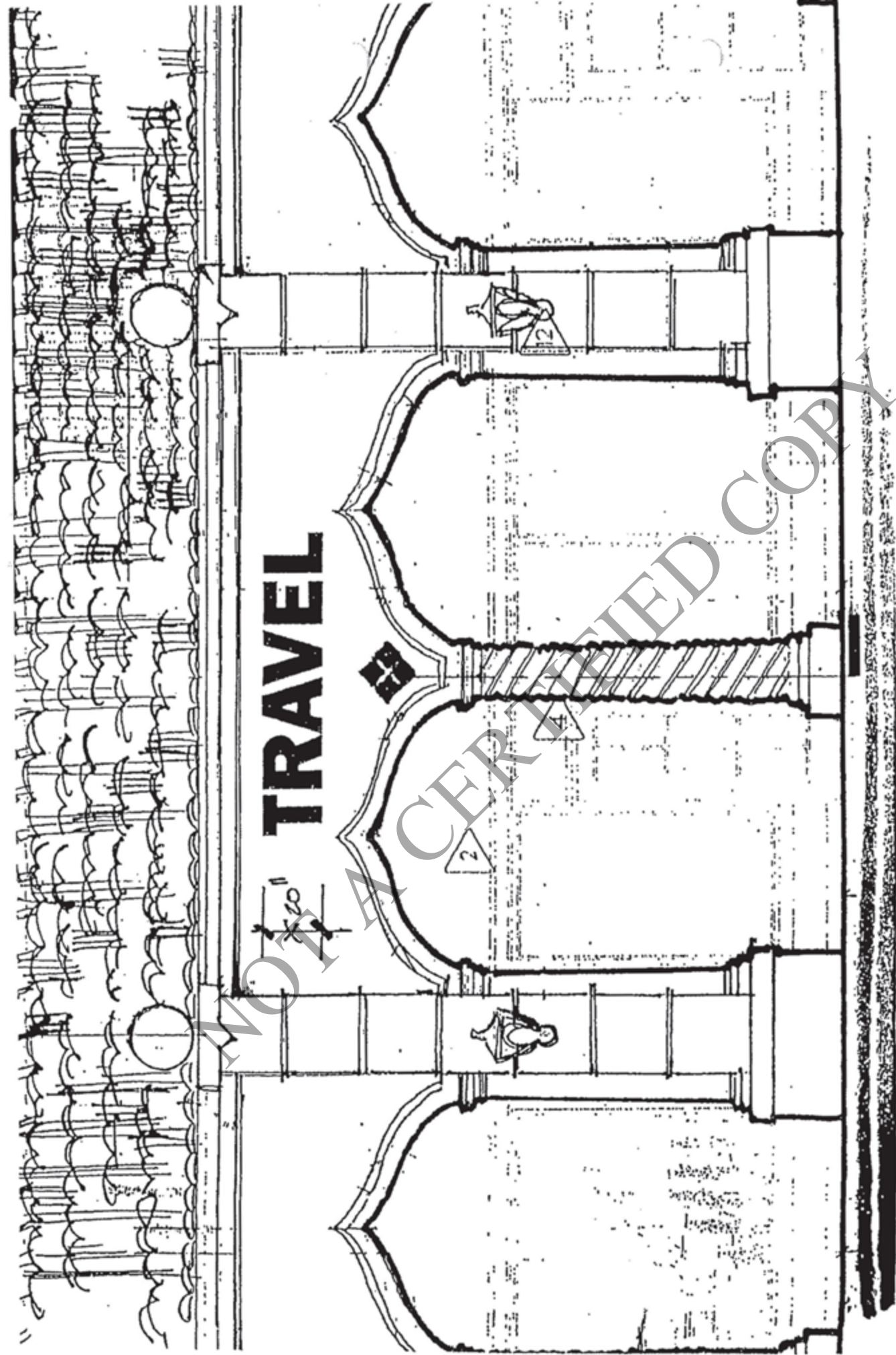


Exhibit C) Typical Lettering Layout

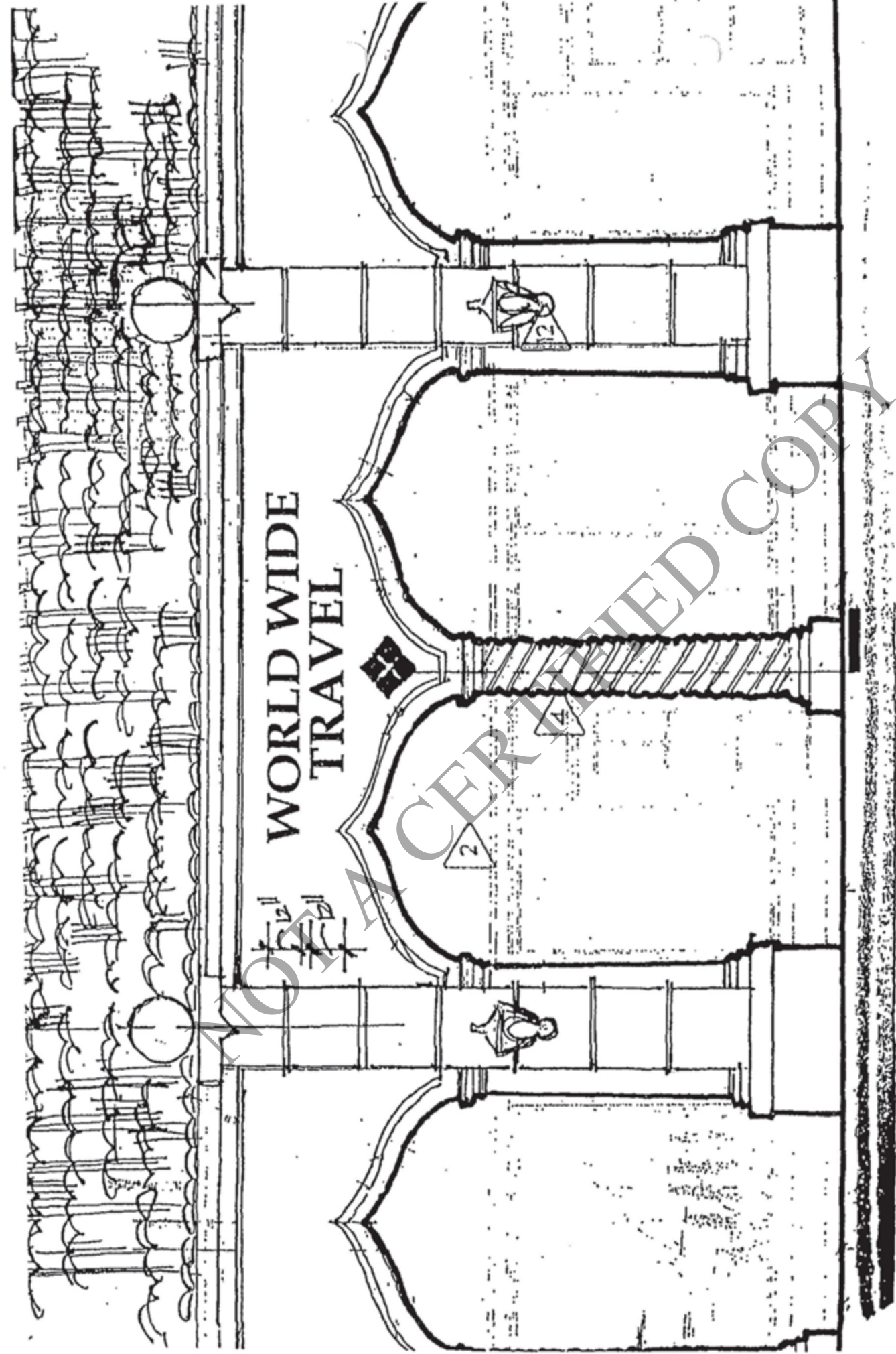


Exhibit D) Typical Lettering Layout

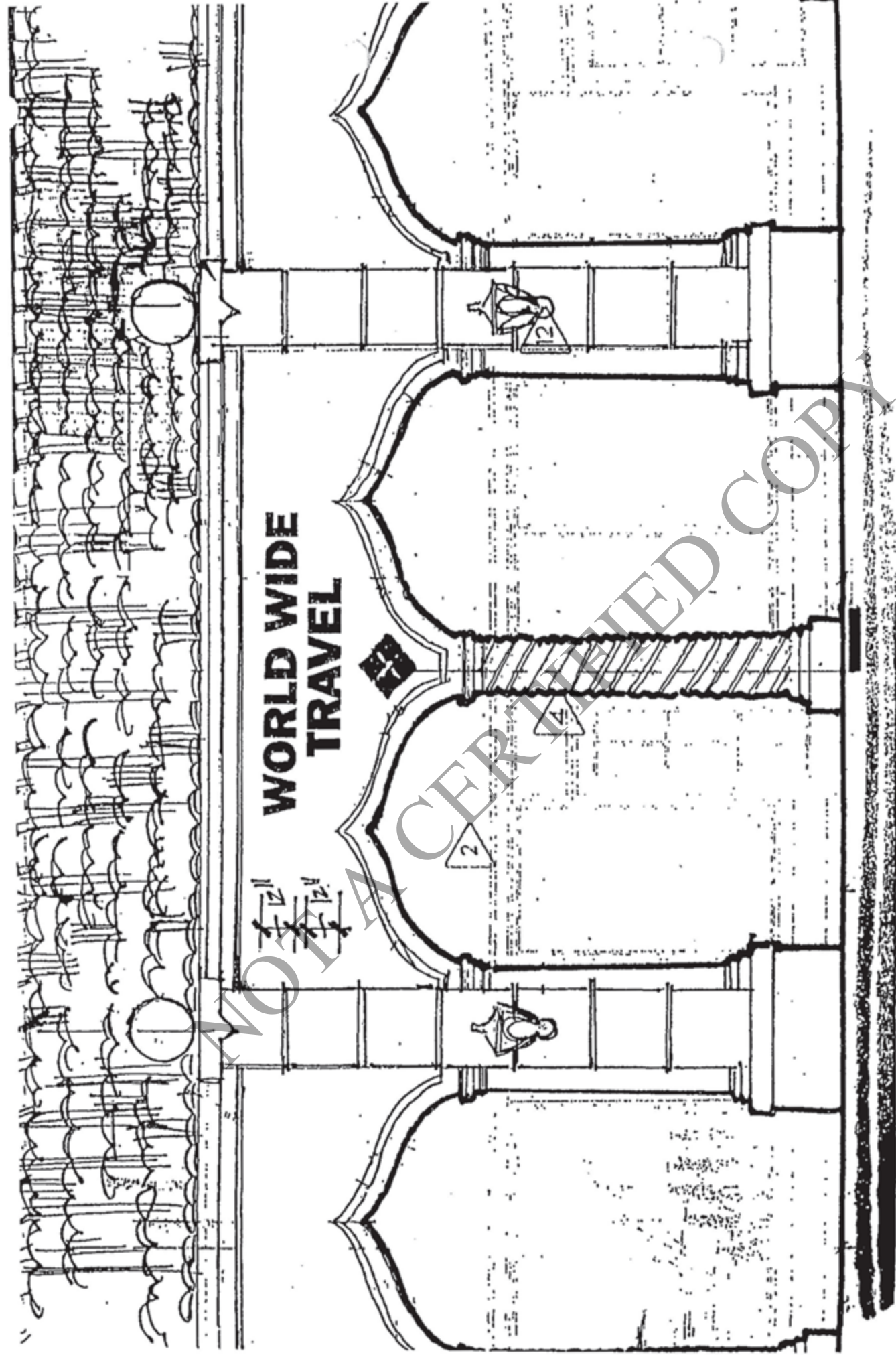


Exhibit D) Typical Lettering Layout

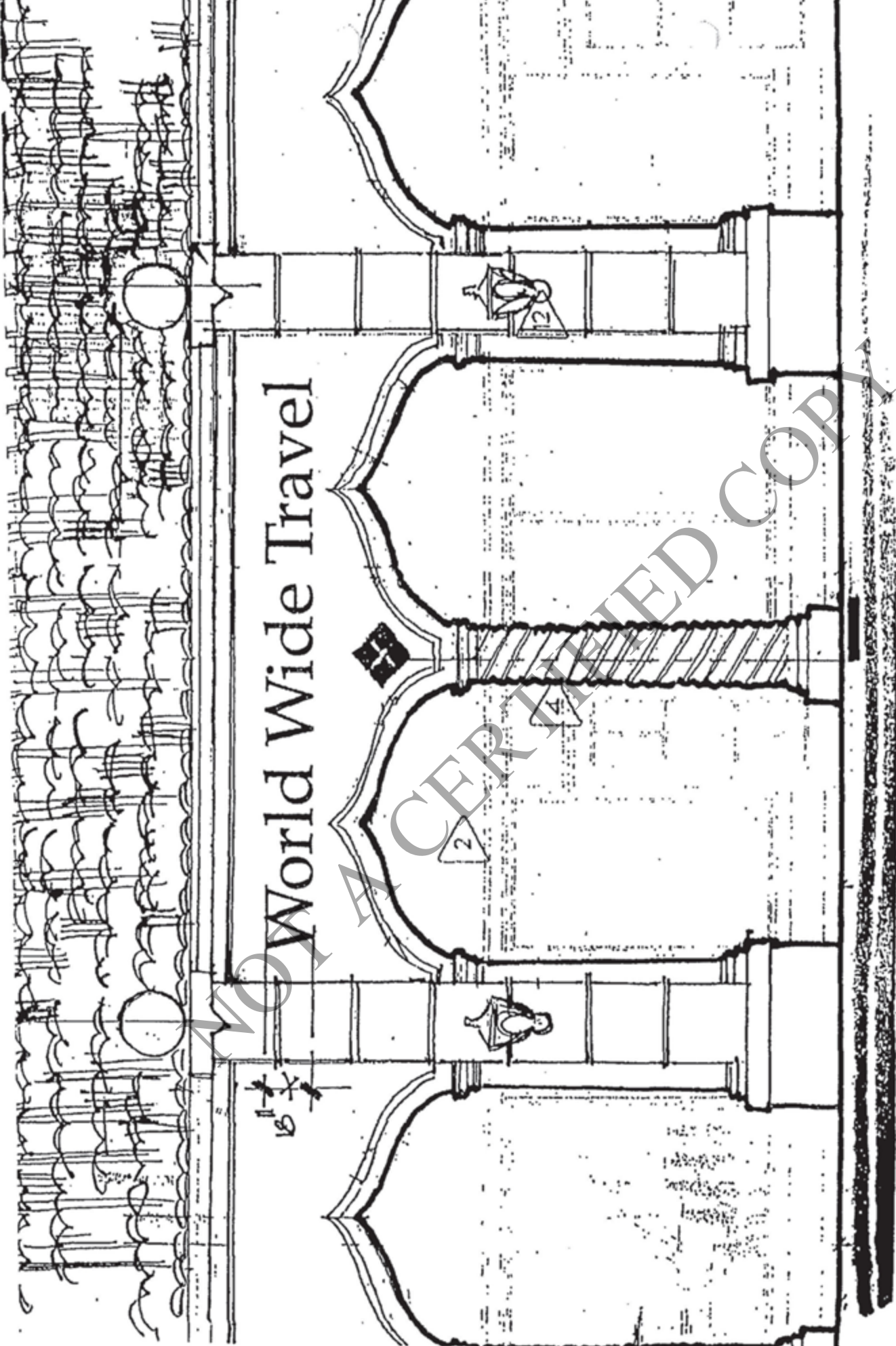


Exhibit E) Typical Lettering Layout

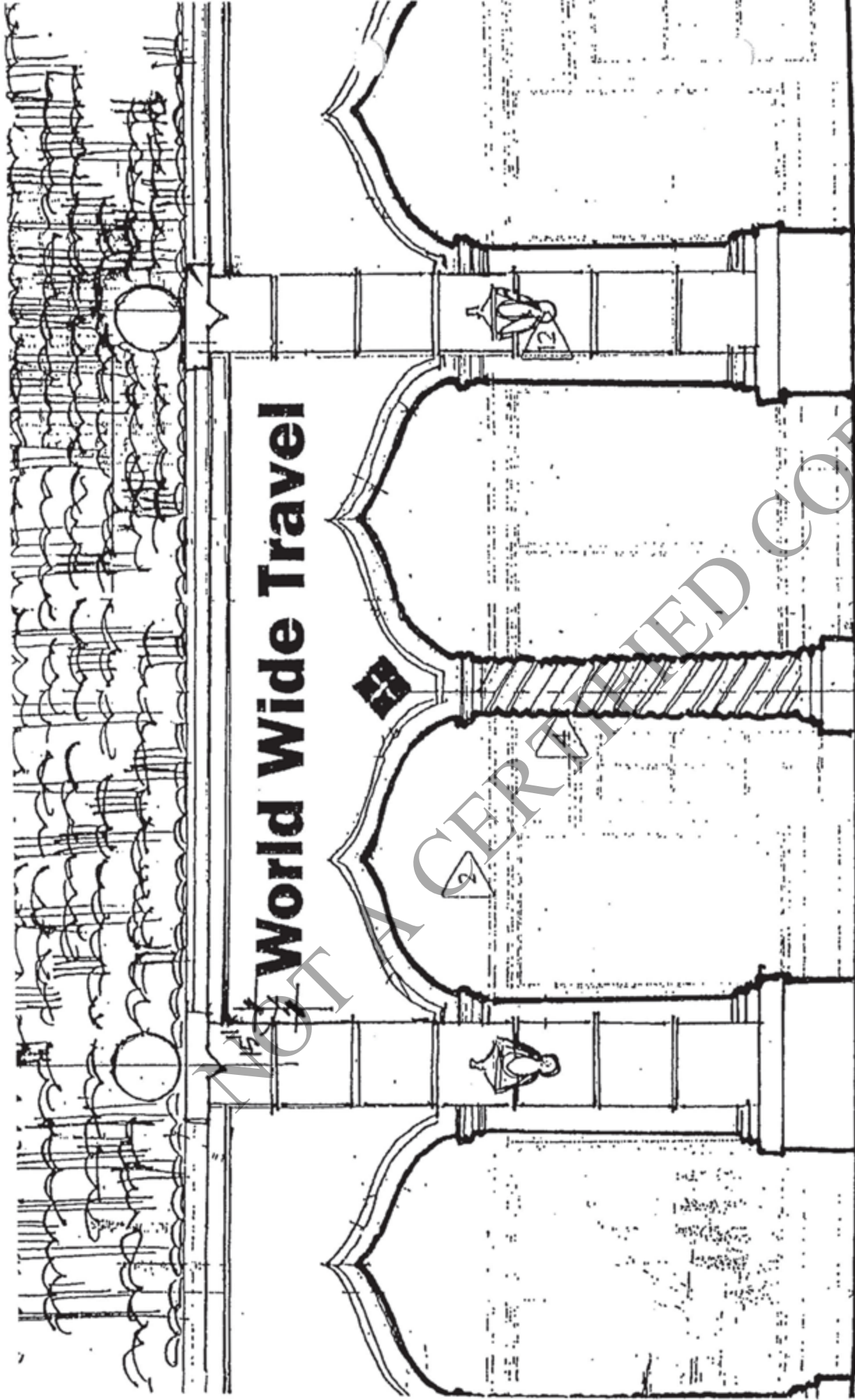


Exhibit E) Typical Lettering Layout

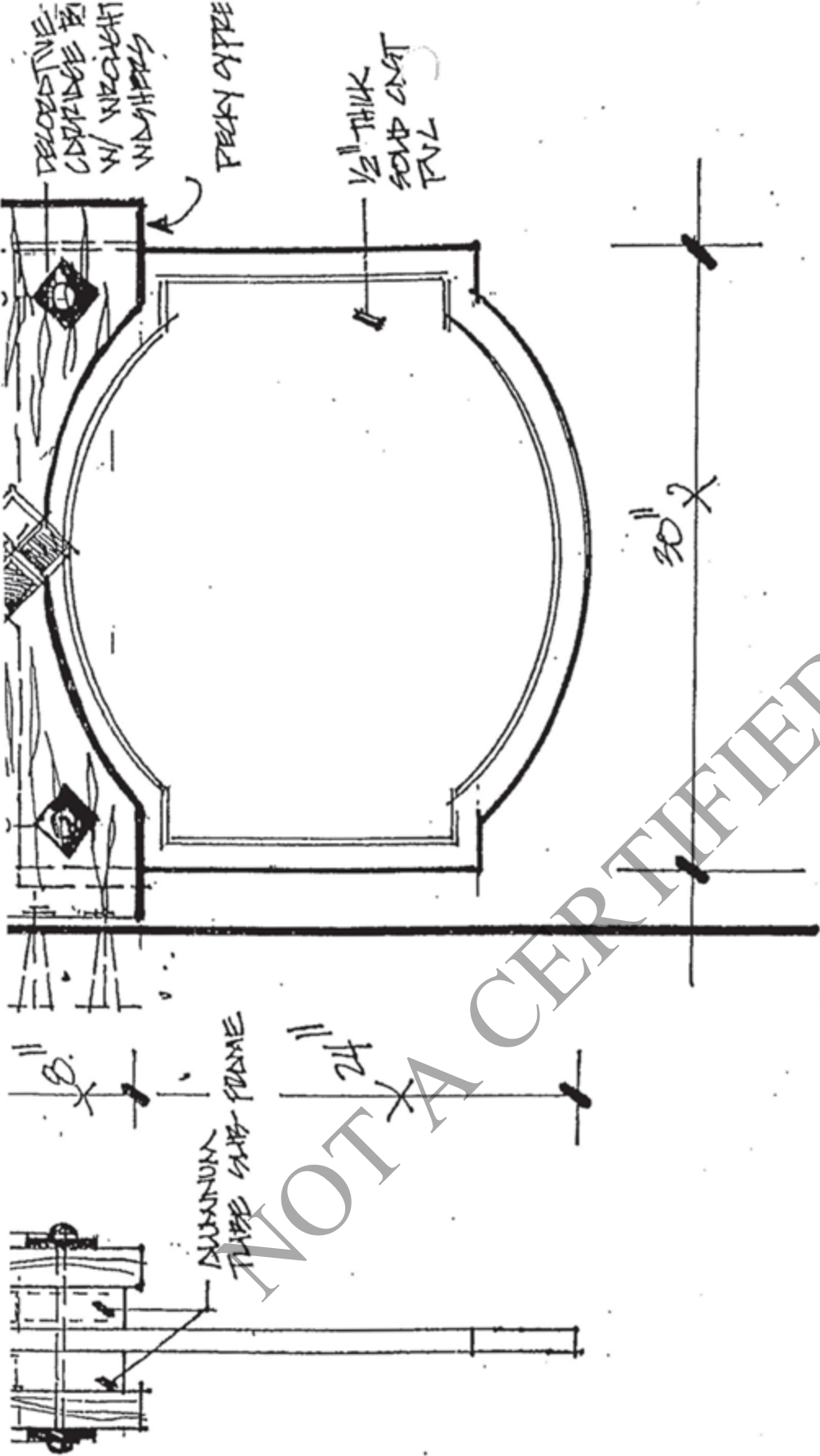
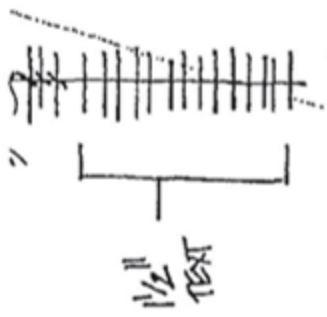
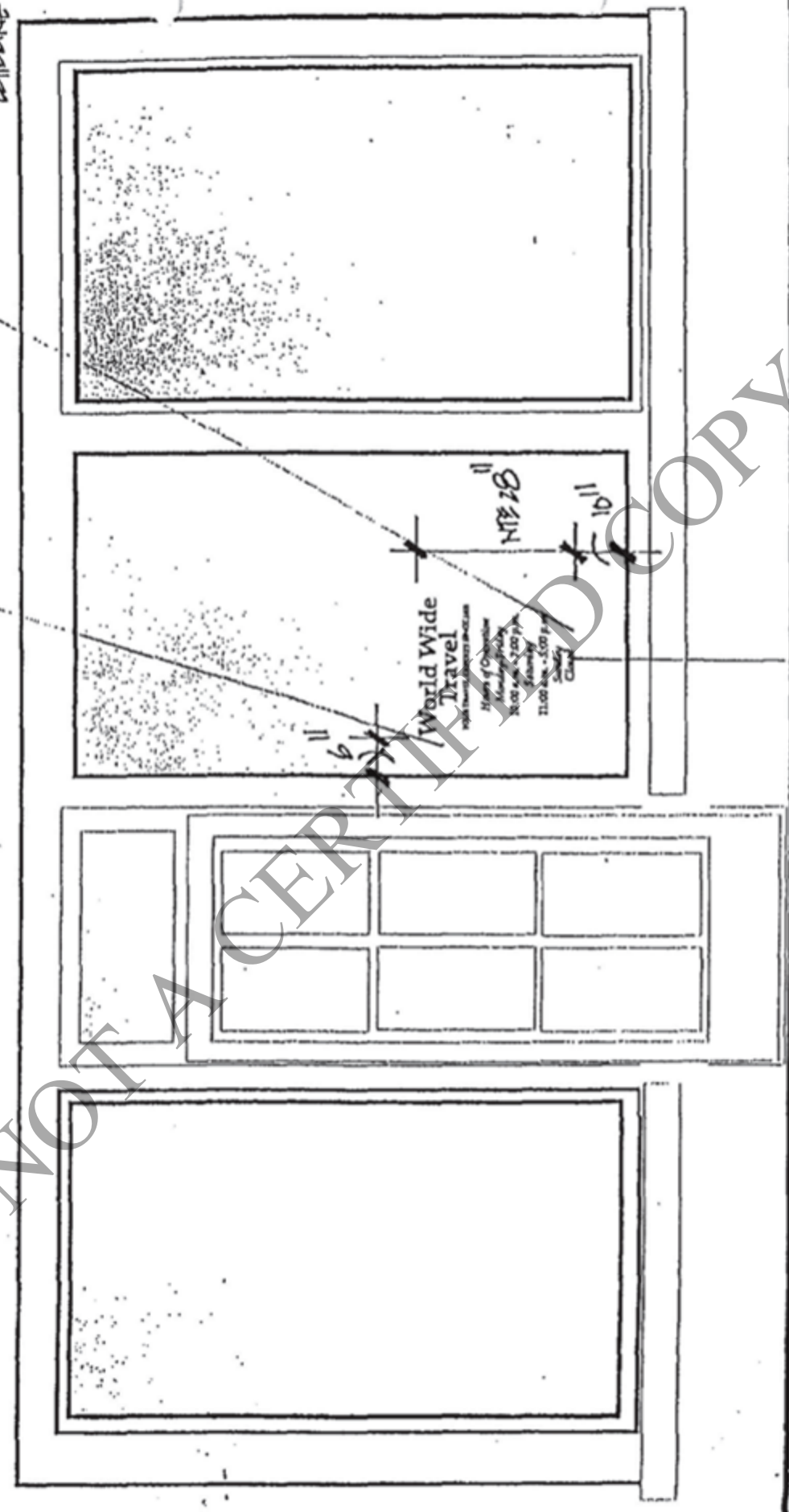


Exhibit F) Undercanopy Sign

WORLD WIDE TRAVEL
 YOUR TRAVEL EXPERTS SINCE 1933
 Hours of Operation
 Monday-Friday
 10:00 a.m. - 7:00 p.m.
 Saturday
 11:00 a.m. - 5:00 p.m.
 Sunday
 Closed



WHITE VINYL
 HIGH PERFORMANCE
 LETTERING



INSTALLED ON GLASS PANEL @
 INSIDE SIDE OF DOOR
 INSTALLED ON FIRST SURFACE

Exhibit G) Window Lettering Layout

EXHIBIT INDEX

- A. Depiction of Demised Premises and Site Plan.
- B. Legal Description of Shopping Center.
- C. Landlord's Work.
- D. Tenant's Work (if applicable).
- E. Guaranty.
- F. Rules and Regulations.
- G. Sign Criteria.

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Modification to Lease Agreement

Modification to Lease Agreement between Jennah Blossom Corp. and Twice Upon a Bagel, Inc. dated April 13, 2000.

As of September 1, 2002 the following modifications will be effective:

- Witnesseth: Demised Premises expanded to include Suite 109A;
- Witnesseth: Square footage expanded to 3150 square feet;
- Paragraph 8. Minimum rent shall be [REDACTED] per annum, payable in equal monthly installments of [REDACTED];
- Paragraph 9. Estimated additional rent will be [REDACTED] per annum, payable in equal monthly installments of [REDACTED];
- Paragraph 12. Proportionate share is increased to 13%.

Add to above Florida state sales tax.

No additional security deposit will be required.

Tenant to obtain occupancy of expanded space July 1, 2002.

All other provisions including increases, terms and conditions etc. remain the same.

Tenant to indemnify Landlord if claim is made by Castles on the Green Real Estate or Ron Doria or his wife for any additional real estate commission.

TENANT:

Twice Upon a Bagel, Inc., a Florida Corporation

By: *Marcella Speranza*
 Print Name: Marcella Speranza
 Title: President
 Date: 6/28/02

GUARANTORS:

By: *[Signature]*
 Print Name: Carmine Speranza
 Date: 6/28/02

LANDLORD:

Jannah Blossom Corp.

By: *[Signature]*
 Print Name: Richard Custer
 Title: President
 Date: 7/1/02

CERTIFIED COPY

Date: December 10 2009

TO: Jennah Blossom, LLC ("Landlord")
398 NE 6th Avenue
Delray Beach, FL 33483

FR: Twice Upon A Bagel, Inc.
16850 Jog Rd.
Suite #108
Delray Beach, FL 33446


RE: The Lease Agreement dated April 13, 2000 between Jennah Blossom, LLC ("Landlord") and Twice Upon A Bagel, Inc. ("Tenant") for the premises located at 16850 Jog Road, Delray Beach, FL 33446.

To All Parties:

Pursuant to paragraph 4 of the above referenced Lease Agreement, this letter shall serve as notice to extend the Lease Term for one (1) consecutive term of five (5) ^{ten} (10) years (hereinafter called the "Extended Lease Term").

Very Truly Yours,

Twice Upon A Bagel, Inc.

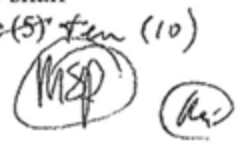

Print: Marcella Speranza

Acknowledged and Accepted:

Jennah Blossom, LLC



Print: Richard Castro



**ASSIGNMENT AND ASSUMPTION OF LEASE
WITH LANDLORD'S CONSENT TO ASSIGNMENT**

For valuable consideration, the receipt and adequacy of which are expressly acknowledged, Assignor and Assignee and their respective Guarantors as defined herein, enter into this an **ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT** (the "**Assignment**") and agree that:

Definitions. In this Assignment, the following terms have the meanings given to them:

(a) **Lease:** Lease Agreement dated April 13, 2000 by and between Jennah Blossom, LLC, a Delaware limited liability company, as Landlord and Twice Upon a Bagel, Inc. which expires on December 13, 2020, which Lease is made part of this Assignment by reference.

(b) **Premises:** 16850 Jog Road, Suites 108, 109A and 109B, Delray Beach, Florida 33446

(c) **Landlord:** Jennah Blossom, LLC, a Delaware limited liability company

(d) **Assignor:** Twice Upon a Bagel, Inc., a New York corporation

Address: 16850 Jog Road, Suite 108, Delray Beach, Florida 33446

Address after Assignment: [REDACTED]

(e) **Assignee:** KSHM, LLC, a Florida limited liability company

Address: [REDACTED]

Address after Assignment: 16850 Jog Road, Suite 108, Delray Beach, Florida 33446

(f) **Assignor's Guarantors:** Carmine Speranza and Marcella Speranza

Address: [REDACTED]

Address after Assignment: [REDACTED]

- (g) **Assignee's Guarantors:** **Harvey Daniels and Mindy Hyman**
Address: [REDACTED]
- (h) **Effective Date:** The date Landlord consents to this Assignment by executing the Consent to Assignment as set forth herein subject to the conditions and covenants set forth herein.
- (i) **Rent Security:** [REDACTED] as provided in the Lease which Landlord will be assigned by Assignor to Assignee in connection with this Assignment.
- (j) **Date of Landlord's Consent:** The date the Landlord consents to this Assignment and Assumption Agreement by executing the Consent to Assignment as set forth herein.

WITNESSETH

WHEREAS, Assignor is the owner and operator of an appetizing bakery restaurant business known as "Way Beyond Bagels" (the "**Business**") at the Premises;

WHEREAS, Assignor and Assignee have requested that Landlord consent to an Assignment of the Lease from Assignor to Assignee in connection with the sale of Assignor's Business to Assignee;

WHEREAS, The Lease provides that Landlord must consent to the assignment of the Lease;

WHEREAS, Landlord is willing to consent to the assignment of the Lease upon the terms and conditions of this Assignment as agreed to by the Assignor and Assignee and their respective Guarantors herein.

NOW, THEREFORE, in consideration of the mutual recitations and covenants contained herein, the sufficiency and receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Recitals.
The above Definitions and Recitals are true and correct.
2. Lease.
The Lease contains all of the understandings and agreements between Tenant (as assigned by Assignor to Assignee) and Landlord and is in full force and effect and, except as otherwise stated herein, has not been amended, extended or renewed. Assignor and Assignee

and their respective Guarantors, acknowledge that the Lease is binding upon, and enforceable against each of them in accordance with its terms. Assignor has not assigned, pledged or encumbered the Lease, and no part of the Premises has been sublet. Assignor and Assignee and their respective Guarantors, further acknowledge that as of Effective Date, Landlord has performed all its obligations under the Lease and Assignor or Assignee and their respective Guarantors have no existing or inchoate credit, offset or defense against (a) the monetary obligations under the Lease, including the obligation to pay Rent or (b) the enforcement of any other term or condition of the Lease. Assignor or Assignee and their respective Guarantors further unconditionally confirm that as of the Effective Date (1) Landlord has performed all its obligations under the Lease and with respect to the Premises, including but not limited to any repairs, maintenance or other item or items whatsoever and (2) as between Assignor and Landlord, Assignor has performed all its obligations under the Lease and with respect to the Premises, including but not limited to any repairs, maintenance or other item or items whatsoever. Except as noted in the conditions of this Assignment, Assignor and Landlord confirm that as of the Effective Date there exist no defaults or conditions which with the giving of notice or the passage of time or both would give rise to a default under the Lease.

3. Assignment and Delivery of the Lease.

Assignor assigns to Assignee, effective on the Effective Date, all of Assignor's right, title, and interest in the Lease.

4. Assumption of Lease and Acceptance of the Premises.

Assignee hereby unconditionally and irrevocably accepts Assignor's right, title, and interest in the Lease and assumes all of Assignor's obligations thereunder from and after the Effective Date. Assignee and Assignee's Guarantors hereby indemnify and hold Assignor harmless from all matters arising in connection with Assignee's obligations under the Lease as of the Effective Date. Assignee and Assignee's Guarantor have reviewed the Lease and hereby ratify their unconditional acceptance to each and every term of the Lease and assume and agree to perform each and every obligation of "Tenant" as defined under the Lease as of Effective Date. From and after the Effective Date, Assignee shall be referred to as "Tenant" under the Lease. Assignee and Guarantor will accept the Premises in its "as is" condition as of the Effective Date and Landlord shall have no obligation to perform any work, improvements or build-out or otherwise insure that the Premises are delivered by Assignor to Assignee in an acceptable manner.

5. Personal Guaranty.

In further consideration of this Assignment and Landlord's consent hereto, Assignee's Guarantors, **Harvey Daniels and Mindy Hyman** shall each execute and deliver to Landlord in connection with this Assignment, a Personal Guaranty of the Lease in the form annexed hereto.

6. Conditions of Assignment.

The Assignor and Assignee acknowledge that Landlord's consent to this Assignment is conditioned upon the following:

- a) Current Rent. All Rent under the Lease, as defined in the Lease, including any other charges that are due under the Lease, must be paid through the month of the

Effective Date of the Assignment;

- b) Personal Guaranty of Lease. Assignee's Guarantors, Harvey Daniels and Mindy Hyman, shall each execute and deliver to Landlord in connection with this Assignment, a Personal Guaranty of the Lease in the form annexed hereto;
- c) Lease Amendment. The execution and delivery by Assignee of the Lease Amendment annexed hereto;
- d) Landlord's Transfer Fee. Assignor shall pay to Landlord a transfer fee contemporaneously with its submission of this Assignment in the amount of [REDACTED] as compensation for Landlord's administrative costs and overhead in reviewing the proposed assignment to Assignee and the corresponding resumes and financial information submitted for Landlord's consideration. The payment of the transfer fee will not impose a duty upon Landlord to consent to this Assignment of Assignor and Assignee.
- e) Landlord's Legal Fee. Assignee will pay to Landlord contemporaneously with its submission of this Assignment, a non-refundable Legal Fee to Landlord's attorney of [REDACTED] in connection with the negotiation and preparation of the Lease Amendment. The payment of the fee will not impose a duty upon Landlord to consent to this Assignment of Assignor and Assignee.

7. Covenants of Assignor and Assignor's Principal and Guarantors.

The Assignor and Assignor's Guarantors hereby release and discharge Landlord and its members, managers, partners, affiliates, subsidiaries, directors, officers, successors and assigns, agents, employees, and representatives from the obligations under the Lease and from any and all obligations, claims, actions, liability, past, present, and future, of every kind or character, known or unknown, by reason of, growing out of, arising out of or existing in connection with the execution of the Lease or any of the terms or provisions of it, including but not limited to Assignor's use, occupancy or possession of the Premises, or by reason of the breach or alleged breach, or conduct or activity resulting in the breach of alleged breach, of any of the terms or provisions of the Lease and to any claims, contingent or otherwise it may or could claim against the Landlord.

8. Covenant Not to Bring Suit/Attorney's Fees. In furtherance of the Assignor and Assignor's Guarantors general release of and discharge of Landlord, the Assignor and Assignor's Guarantors represent that neither of them are a party to any claim, charge, complaint, or action against Landlord in any forum. In the event that any such claim, charge, complaint or action is filed, relating to matters which existed on or before the date of the Assignment, except for enforcement of the Assignment, the Assignor and Assignor's Guarantors shall not be entitled to recover any relief or recovery therefrom, including costs and attorney's fees. The Assignor and Assignor's Guarantors agree that they will not in the future make or file or cause to be filed any claim, charge, allegation, or complaint, whether formal or informal, or anonymous, with any governmental agency, department or division, whether federal, state, or local relating to any and all acts or omissions of the Landlord which occurred or could have occurred up to the signing of the Assignment, including without limitation prosecuting or causing or permitting to be

commenced or prosecuted against Landlord any action or other proceeding based upon any claim, demand, cause of action, obligation, damage, or liability that is the subject of this Assignment. The Assignor and Assignor's Guarantors shall be liable to Landlord for damages and/or Landlord shall be entitled to an injunction for each violation proven in a court of competent jurisdiction, plus a reasonable attorney's fee and court costs for enforcing this provision.

9. Consent and Joinder.

The effectiveness of this Assignment is conditioned upon the endorsement of the Consent by Landlord and the Joinder by all authorized signatories of Assignor and Assignee and their respective Principals and Guarantor.

10. Joint and Several Liability.

If the term "Assignee" refers to more than one corporation, partnership, trust, association, individual, or other entity, their liability under this Assignment will be joint and several.

11. Binding Effect.

The terms and provisions of this Assignment will inure to the benefit of, and will be binding upon, the successors, assigns, personal representatives, heirs, devisees, and legatees of Assignor and Assignee.

12. Counterparts.

This Assignment may be executed by one or more of the parties on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

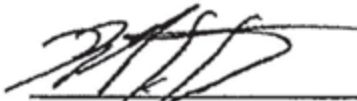
The Assignors and Assignee and their respective Guarantors have executed this Assignment on the respective dates set forth beneath their signatures below and Landlord has executed Landlord's Consent as of the Effective Date.

(SIGNATURE LINES APPEAR ON THE NEXT PAGE)


ASSIGNOR and ASSIGNOR'S GUARANTOR

(2 Witnesses required)

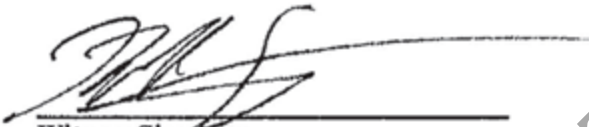
WITNESSES :



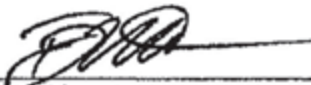
Witness Signature
Printed Name **ROBERT S. SARAGA**




Witness Signature
Printed Name **ALBERT J. VITO III**



Witness Signature
Printed Name **ROBERT S. SARAGA**



Witness Signature
Printed Name **ALBERT J. VITO III**



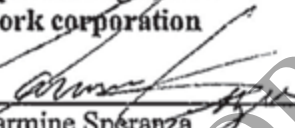
Witness Signature
Printed Name **ROBERT S. SARAGA**



Witness Signature
Printed Name **ALBERT J. VITO III**

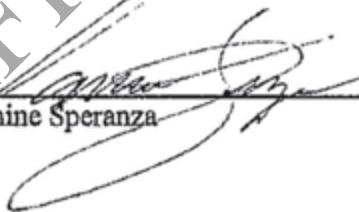
ASSIGNOR:

Twice Upon A Bagel, Inc.
a New York corporation

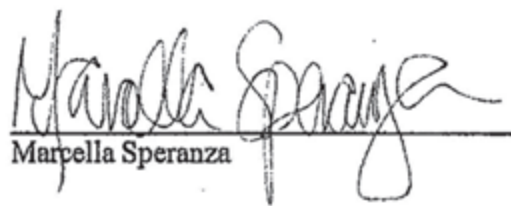
By: 

Carmine Speranza
Title: President

ASSIGNOR'S GUARANTORS:



Carmine Speranza




Marcella Speranza

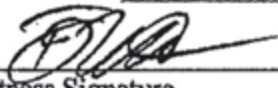
ASSIGNEE and ASSIGNEE GUARANTORS

(2 Witnesses required)

WITNESSES :



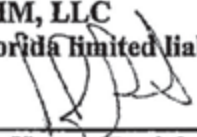
Witness Signature **ROBERT S. SARAGA**
Printed Name



Witness Signature
Printed Name **ALBERT J. VITTO III**


ASSIGNOR:

KSHM, LLC
a Florida limited liability company


By: 

Harvey Daniels
Title: Managing Member

ASSIGNEE'S GUARANTORS:




Witness Signature
Printed Name **ROBERT S. SARAGA**




Witness Signature
Printed Name **ALBERT J. VITTO III**



Harvey Daniels



Witness Signature **ROBERT S. SARAGA**
Printed Name



Witness Signature
Printed Name **ALBERT J. VITTO III**



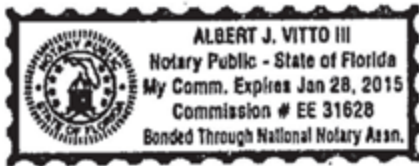
Mindy Hyman

ACKNOWLEDGMENTS

ASSIGNOR

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13th day of January, 2014, by Carmine Speranza, the President of Twice Upon a Bagel, Inc., a New York corporation, on behalf of the corporation, (✓) who is personally known to me OR () who produced _____ as identification.



(NOTARY SEAL)



Notary Signature

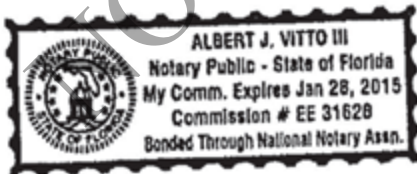
ALBERT J. VITTO III

Print Notary Name
NOTARY PUBLIC
State of FLORIDA at Large
My Commission Expires: _____

ASSIGNOR'S GUARANTOR

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13th day of January, 2014, by Carmine Speranza, individually, (✓) who is personally known to me OR () who produced _____ as identification.



(NOTARY SEAL)



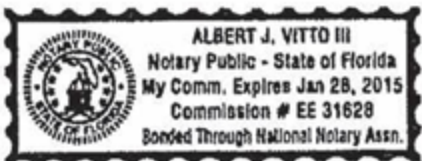
Notary Signature

ALBERT J. VITTO III


Print Notary Name
NOTARY PUBLIC
State of FLORIDA at Large
My Commission Expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13th day of January, 2014, by Marcella Speranza, individually, () who is personally known to me OR () who produced _____ as identification.



(NOTARY SEAL)



Notary Signature

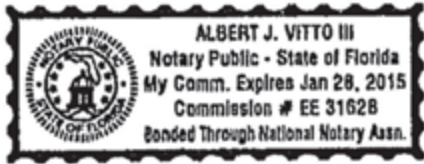
ALBERT J. VITTO III

Print Notary Name
NOTARY PUBLIC
State of FLORIDA at Large
My Commission Expires: _____


NOT A CERTIFIED COPY

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13th day of January, 2014, by Mindy Hyman, individually, () who is personally known to me OR (✓) who produced New York Driver License as identification.



(NOTARY SEAL)



Notary Signature

ALBERT J VITTO III

Print Notary Name
NOTARY PUBLIC

NOT A CERTIFIED COPY

LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE

The undersigned Landlord, Jennah Blossom, LLC, a Delaware limited liability company, hereby consents to the foregoing Assignment and Assumption of Lease Agreement by and between Twice Upon a Bagel, Inc., a New York corporation, as Assignor, and KSHM, LLC, a Florida limited liability company, as Assignee the ("Assignment") for the premises known as 16850 Jog Road, Suites 108, 109A and 109B, Delray Beach, Florida 33446 (the "Premises"), subject to the terms of the Lease as amended and the conditions of the Assignment, effective as of the date Landlord executes and delivers this Consent. This Consent will not be deemed consent to any subsequent assignment, sublease or other transfer by Assignee. The foregoing notwithstanding, it is acknowledged that in connection with the sale of the Business by Assignor to Assignee, Assignor is receiving a promissory note (the "Note") that will be secured by a lien on all furniture and equipment located in the Premises and a lien on the Lease for the Premises. Landlord acknowledges that until the Note is paid in full to Assignor by Assignee, in the event of a default of the Note and Assignor regains possession of the Premises, no further Landlord consent to a re-assignment to Assignor from Assignee shall be required from Landlord. Furthermore, should Assignee ever be in default of the Lease, Landlord shall provide Assignor with a true, correct and complete copy of any notice to Assignee of such default by Assignee under the Lease within three (3) business days after any such notice of default shall be given by Landlord to Assignee, addressed to Assignor at the address specified in Paragraph (d) of the Assignment. By way of entering into the Assignment, Assignee irrevocably directs that Landlord accept, and Landlord agrees to accept the performance and compliance by Assignor of all monetary obligations on Assignee's part to be performed under the Lease with the same force and effect as though performed by Assignee. So long as the Lease is not in default, Landlord

agrees to release the Assignor's Guarantors from that certain Continuing Lease Guaranty dated April 13, 2000 on the date which is the earlier of (i) five (5) years from the date of this Landlord's Consent to Assignment or (ii) the date that Landlord receives written notification from the Assignor that the Note has been paid in full and the Assignor has provided Landlord with a conformed copy of a recorded UCC-3 evidencing that Assignor no longer has a lien on the furniture and equipment located in the Premises. Prior to such earlier date, Assignor's Guarantors shall be joint and several Guarantors with Assignee's Guarantors of all obligations of Assignee as Tenant under the Lease. All capitalized terms not otherwise defined in this consent shall have the meaning ascribed to such term in the Assignment.

LANDLORD:

Jennah Blossom, LLC,
a Delaware limited liability company

Cary Caster
Witness/Signature
Printed Name Cary Caster

By: Richard F. Caster (Asst Mgr)
Richard F. Caster
Title: Assistant Manager

Bernon Caster
Witness Signature
Printed Name Bernon Caster

Date December 21, 2013

THE SHOPPES AT ADDISON PLACE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of the ___ day of January 2014 (the "Amendment Effective Date"), by and between JENNAH BLOSSOM LLC, a Delaware limited liability company ("Landlord"), and KSHM, LLC, a Florida limited liability company ("Assignee Tenant").

WITNESSETH:

WHEREAS, Landlord and Twice Upon a Bagel, Inc., a New York corporation (the "Original Tenant"), entered into that certain Lease, dated December 10, 2009 (as amended by that certain Modification to Lease Agreement dated July 1, 2002, the "Lease"), pertaining to Suites 109, 109A and 109B at the Shopping Center (capitalized terms used and not otherwise defined herein have the meaning set forth in the Lease);

WHEREAS, immediately prior to the execution and delivery of this Amendment, Landlord, Original Tenant and Assignee Tenant entered into that certain Assignment and Assumption of Lease with Landlord's Consent to Assignment, pursuant to which the Original Tenant assigned, and the Assignee Tenant assumed, the Lease; and

WHEREAS, in connection with the assignment of the Lease to Assignee Tenant, Assignee Tenant has requested, and Landlord has agreed, to amend the Lease by granting to Assignee Tenant the option to extend the Lease Term for an additional five (5) year term, commencing on December 13, 2020 and expiring on December 13, 2025.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Additional Extension Term. The current Lease Term expires on December 13, 2020. Landlord hereby grants to Tenant the option to extend the term of the Lease for a period of five (5) years, commencing on December 13, 2020 and expiring on December 13, 2025 (the "Additional Extension Term"). Such option to extend the term of the Lease shall be exercised in accordance with, and subject to the terms and conditions of, Section 4 of the Lease. The Additional Extension Term shall constitute an "Extended Lease Term" within the meaning of the Lease. Accordingly, and without limitation of any other provisions of the Lease applicable to an Extended Lease Term, Minimum Rent during each year of the Additional Extension Term shall escalate in accordance with Section 8 of the Lease.

2. No Defaults. Assignee Tenant represents, warrants, covenants and agrees with Landlord that Assignee Tenant does not, as of the Amendment Effective Date, have any claim, charge, defense, offset or counterclaim against Landlord with respect to Landlord's obligations under the Lease. As of the Amendment Effective Date, Assignee Tenant waives any default by Landlord under the Lease.

3. Miscellaneous. In the event of any conflict between the terms and conditions set forth in this Amendment and those set forth in the Lease, the terms and conditions of this

Amendment shall control. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signed facsimile or email (pdf) copies of this Amendment will legally bind the parties to the same extent as original documents. Except as expressly stated in this Amendment, no further additions, modification or deletions to the Lease are intended by the parties or made by this Amendment. All other terms and conditions of the Lease remain in full force and effect.

[Signatures appear on next page]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

<u>Tenant</u>	<u>Landlord</u>
KSHM, LLC, a Florida limited liability company By <u>[Signature]</u> Name: HARVEY DANIELS Title: MANAGING MEMBER	JENNAH BLOSSOM LLC, a Delaware limited liability company By <u>[Signature]</u> Name: Richard F. Caster Title: Assistant Manager

NOT A CERTIFIED COPY

December 11, 2018

To: Jenna Blossom, LLC ("Landlord")
290 SE 6th Avenue, Suite #5
Delray Beach, FL 33483

From: Way Beyond Bagels LLC
f/k/a KSHM, LLC
16850 Jog Road, Suite 108
Delray Beach, FL 33446

RE: The Lease Agreement dated April 13, 2000 between Jenna Blossom, LLC ("Landlord") and Twice Upon a Bagel, Inc ("Original Tenant"); as amended September 1, 2002; as extended by Lease Extension dated December 10, 2009; assigned to and assumed by KSHM, LLC, by Assignment and Assumption of Lease with Landlord's Consent to Assignment dated December 21, 2013; and amended by that Second Amendment to Lease dated January 13, 2014

On December 10, 2009, Paragraph 4 of the Lease was amended to extend the Lease Term for one (1) consecutive term of ten (10) years (hereinafter the "Extended Lease Term").

The Second Amendment to Lease provided to Tenant the option to extend the Lease Term for an additional five (5) year term, commencing December 13, 2020, and expiring on December 13, 2025.

This letter confirms that the "Additional Extension Term," as provided in the Second Amendment to Lease, actually extended the Lease Term for an additional six (6) year term, commencing on December 13, 2019, and expiring on December 13, 2025. All other terms and conditions in the Second Amendment to Lease remain in full force and effect. The Additional Extension Term has been exercised, and the Extended Lease Term expires December 13, 2025.

Finally, this letter confirms that that the Tenant's name was changed to Way Beyond Bagels LLC.


Acknowledged and Accepted by:

TENANT:

LANDLORD:

WAY BEYOND BAGELS LLC, a Florida
limited liability company, f/k/a KSHM,
LLC

JENNAH BLOSSOM, LLC, a Delaware
limited liability company

By: 
Harvey Daniels, as Managing Member

By: 
Richard F. Caster, as Manager

By: 
Mindy Hyman, as Managing Member

TEMPORARY RENT RELIEF AMENDMENT
THE SHOPPES AT ADDISON PLACE

PARTIES

Landlord: Jennah Blossom LLC, a Delaware limited liability company (as successor by conversion to Jennah Blossom Corp., a Florida corporation)

Tenant: KSHM, LLC, a Florida limited liability company
d/b/a Way Beyond Bagels

Demised Premises: 16850 Jog Road, Suite 109, Delray Beach, Florida 33446

Guarantor(s): Harvey Daniels
Mindy Hyman

This TEMPORARY RENT RELIEF AMENDMENT ("Rent Relief Amendment") is made effective as of the 31 day of March, 2020 (the "Effective Date"), by and between the above-named parties.

WHEREAS, Landlord and Tenant entered into that certain Lease dated April 13, 2000 (the "Lease") for the "Demised Premises" described therein within The Shoppes at Addison Place located at 16850 Jog Road, Delray Beach, Florida 33446, and the Guarantor(s) named above personally guaranteed the Lease; and

WHEREAS, as a result of the economic impact caused by the COVID-19 pandemic, Landlord has agreed to temporarily reduce Tenant's Base Rent and to allow Tenant to pay the deferred portion of the Base Rent as provided in this Rent Relief Amendment.

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

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Temporary Base Rent Adjustment.

a. Partial Deferment of Base Rent. Landlord agrees that the Base Rent payments due April 1, 2020, and May 1, 2020, will each be temporarily reduced and deferred by fifty percent (50%) (i.e., [REDACTED] per month). The adjusted Base Rent payments due and payable on each of those dates will be [REDACTED] per month, plus sales tax on the reduced amount. Additional Rent shall continue to be due and paid in full on both of those dates, as provided in the Lease.

b. Repayment of Deferred Base Rent. The deferred portion of Base Rent described in Section 2(a) above will be repaid by Tenant to Landlord with the monthly payments due January 1, 2021, and February 1, 2021 (the "Repayment Months"). The adjusted Base Rent payments due from Tenant during each of the Repayment Months shall include the regular Base Rent due for those months under the Lease, together with [REDACTED] per month (which repays one-half of the deferred Base Rent), plus sales tax. Additional Rent shall continue to be due and paid in full during the Repayment Months, as provided in the Lease.

3. Ratification of Lease. Landlord and Tenant ratify and confirm the Lease (including all amendments thereto), as amended by this Rent Relief Amendment.

4. Ratification and Continuation of Guaranty(ies). The Guaranty(ies) signed by the undersigned Guarantor(s) in connection with the Lease is/are hereby ratified and confirmed and shall remain in full force and effect and continue to guaranty the Tenant's obligations under the Lease, as amended by this Rent Relief Amendment.

5. Definitions. All definitions and capitalized terms utilized in the Lease and any previous amendments are incorporated herein by this reference and shall have the same meaning in this Rent Relief Amendment.

6. All Other Terms and Conditions. The terms and conditions set forth in this Rent Relief Amendment shall modify and amend the Lease, including any prior amendments. In the event of any conflict between the provisions of this Rent Relief Amendment Lease (including any previous amendment), this Rent Relief Amendment shall supersede and take precedence. Except as modified herein, the provisions of the Lease and any previous amendments shall remain unmodified and in full force and effect.

Signed in the presence of:

LANDLORD:

JENNAH BLOSSOM LLC, a Delaware limited liability company

By: _____

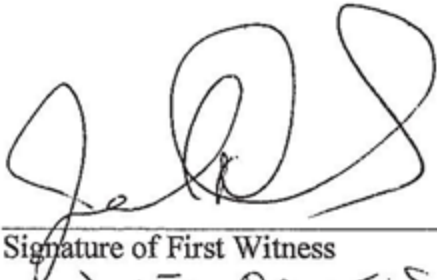
Richard F. Caster, as Manager

Cary Caster
Signature of First Witness

CARY CASTER
Printed name of First Witness

NICHOLAS BIBBER
Signature of Second Witness

NICHOLAS BIBBER
Printed name of Second Witness



Signature of First Witness

JOEL DANIELS

Printed name of First Witness



Signature of Second Witness


SUZANNE H. WUNITO

Printed name of Second Witness

TENANT:


KSHM, LLC, a Florida limited liability company

By:

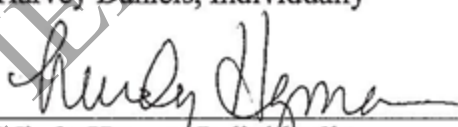

Harvey Daniels,
As Managing Member

JOINDER IN EXECUTION BY GUARANTOR(S)

By:


Harvey Daniels, Individually

By:


Mindy Hyman, Individually

NOT A CERTIFIED COPY

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "**Amendment**") is made and entered into and effective as of April 7, 2021 (the "**Effective Date**") by and between JENNAH BLOSSOM LLC, a Delaware limited liability company (as successor by conversion to JENNAH BLOSSOM CORP., a Florida corporation) ("**Landlord**"), WAY BEYOND BAGELS LLC, a Florida limited liability company (formerly known as KSHM LLC, a Florida limited liability company) ("**Tenant**"), Harvey Daniels and Mindy Hyman (each a "**Guarantor**" and together, the "**Guarantors**").

WITNESSETH:

A. Landlord and Twice Upon a Bagel, Inc., a New York corporation ("**Original Tenant**") entered into that certain Lease dated April 13, 2000 (the "**Original Lease**"), as amended by that certain Modification to Lease Agreement dated July 1, 2002 (the "**First Amendment**"), that certain Second Amendment to Lease Agreement signed in or about January of 2014 (the "**Second Amendment**"), and that certain Temporary Rent Relief Amendment dated March 31, 2020 (the "**Third Amendment**") and together with the Original Lease, the First Amendment, the Second Amendment and the Third Amendment, collectively referred to herein as the "**Lease**") for the Premises as such term is defined in the Lease. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings assigned to them in the Lease.

B. Original Tenant assigned the Lease to Tenant pursuant to that certain Assignment and Assumption of Lease with Landlord's Consent to Assignment (the "**Assignment**");

C. The Lease Term expires on December 13, 2025 and Tenant has no remaining options under the Lease to extend the Lease Term.

D. Guarantors each entered into a Personal Guaranty attached to the Assignment (each a "**Guaranty**" and together, the "**Guaranties**"); and

E. Each of Landlord and Tenant desire to extend the Lease Term to December 13, 2030, in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Lease Term; Minimum Rent.** Notwithstanding anything set forth in the Lease to the contrary, the Lease Term shall be extended and shall expire on December 13, 2030. Accordingly, and without limitation of any other provisions of the Lease applicable to the Lease Term, Minimum Rent during each year of the Lease Term shall continue to escalate in accordance with Section 8 of the Lease. Tenant has no options to extend the Lease Term beyond December 13, 2030, unless otherwise agreed to in writing between Landlord and Tenant. Tenant shall continue paying all Additional Rent in accordance with the terms of the Lease.

2. **Liability of Guarantor.** This Amendment shall not serve to diminish, abrogate, modify, waive or extinguish the obligations of each Guarantor under the Guaranties, which shall be deemed reaffirmed and restated in whole by each Guarantor's execution of this Amendment.

3. **Acceptance of the Premises.** Tenant shall be deemed to have accepted the Premises in "AS-IS/WHERE-IS" condition as of the execution of this Amendment, it being understood and agreed that Landlord shall have no obligation to clean, renovate or remodel the Premises or any portion of the Shopping Center.

4. **Brokers.** Landlord and Tenant each hereby represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment, and that neither Landlord nor Tenant know of no real estate broker or agent who is entitled to a commission in connection with this Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any breach of the foregoing representation and warranty by the indemnifying party in connection with this Amendment.

5. **Miscellaneous.** This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

5.1. Tenant, Guarantors and Landlord acknowledge that the Lease is in full force and effect, there are no modification or amendments thereto other than as set forth in this Amendment. Tenant represents, warrants, covenants and agrees with Landlord that Tenant does not, as of the Effective Date, have any claim, charge, defense, offset or counterclaim against Landlord with respect to any of Landlord's obligations under the Lease. As of the Effective Date, Tenant waives any default by Landlord under the Lease.

5.2. Landlord, each Guarantor and Tenant each (i) has agreed to permit the use of telecopy or other electronic signatures in order to expedite the execution of this Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Amendment based on the fact that a signature was sent by telecopy or electronic transmission only.

5.3. This Amendment may be executed in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which, together, shall constitute one and the same Amendment.

5.4. Except as herein otherwise provided, this Assignment shall be binding upon and inure to the benefit of the parties, and their respective heirs, executors, administrators, successors and assigns.

5.5. Except as set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions set forth in this Amendment and those set forth in the Lease, the terms and conditions of this Amendment shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date hereof.

WITNESSES:

Signature: [Signature]
Print Name: Lyette Spencer
Signature: [Signature]
Print Name: Shonda K Bram

WITNESSES:

Signature: [Signature]
Print Name: Michelle Tallet
Signature: [Signature]
Print Name: Hilda L Bernal

WITNESSES:

Signature: [Signature]
Print Name: Daniel Bedenis
Signature: [Signature]
Print Name: KONNY BARCO
Signature: [Signature]
Print Name: Michelle Tallet
Signature: [Signature]
Print Name: Hilda L Bernal

LANDLORD:

JENNAH BLOSSOM LLC, a Florida limited liability company

By: [Signature]
Name: Richard F. Caster
Title: Manager

TENANT:

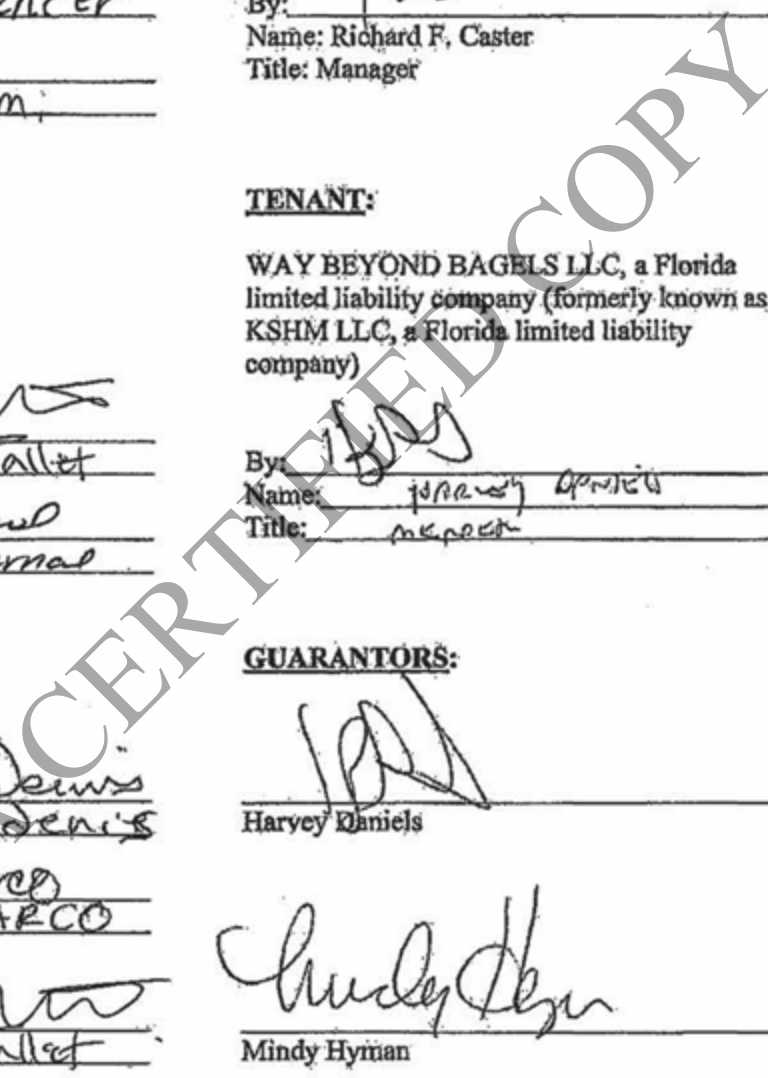
WAY BEYOND BAGELS LLC, a Florida limited liability company (formerly known as KSHM LLC, a Florida limited liability company)

By: [Signature]
Name: Jessie Daniels
Title: Manager

GUARANTORS:

[Signature]
Harvey Daniels

[Signature]
Mindy Hyman



NOTICE TO TENANTS

SCC ADDISON PLACE LLC

3300 Enterprise Parkway
Beachwood, OH 44122

May 12, 2021

WAY BEYOND BAGELS LLC
D/B/A WAY BEYOND BAGELS
16850 JOG RD
STE 108
DELRAY BEACH, FL 33446

Re: Notice to Tenants of Shoppes at Addison Place (North), Delray Beach, Florida (the "Property");
d/b/a **WAY BEYOND BAGELS**

Dear Tenant:

Please be advised that on May 12, 2021 (the "Effective Date"), the Property was conveyed and your lease (the "Lease") was assigned by Jennah Blossom LLC to SCC ADDISON PLACE LLC ("New Owner"). In addition, the property manager for the Property will now be DDR Asset Management LLC, an affiliate of the New Owner. A copy of the Assignment and Assumption of Leases and transferring Deed, along with a form W-9* for New Owner, are enclosed for your reference. The purpose of this letter is to inform you of the acquisition and the impact on your lease and to facilitate ongoing communication. Until otherwise directed, communications with New Owner with respect to the following matters should be directed as follows:

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

SCC Addison Place LLC
Dept. 436447 21503 80063
PO Box 931650
Cleveland, OH 44193

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

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

SCC Addison Place LLC
c/o SITE Centers Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attn: Executive Vice President – Leasing

With a copy to:

SCC Addison Place LLC
c/o SITE Centers Corp.
3300 Enterprise Parkway,
Beachwood, Ohio 44122
Attn: General Counsel

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

All certificates of insurance should be addressed to:

SCC Addison Place LLC
Insurance Compliance
3300 Enterprise Parkway
Beachwood, Ohio 44122

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

IV. Sales Reports. To the extent it is required by your Lease, sales reports should be addressed to:

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

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

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

The contact person with respect to operational matters is:

Pippa Brown

Phone: (954) 915-7059

Email: PBrown@sitecenters.com

The contact person for leasing is:

John Thirkell

Phone: (754) 332-2002

Email: JThirkell@sitecenters.com

The contact with respect to lease billings is:

Tenant Services

Phone: (216) 755-3284

Email: Tenant_Services@sitecenters.com

We appreciate your patience and cooperation during this transition.

[Signatures on following pages]

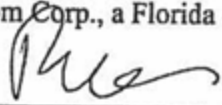
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*Please note that New Owner is a disregarded entity for federal filing purposes. Its activity is reported under its ultimate parent entity, SITE Centers Corp. whose FEIN is 34-1723097. Under IRS Form W-9 instructions, a disregarded entity is required to enter the ultimate parent's name on the "Name" line and the owner's name on the "Business Name" line. Under IRS Form W-9 instructions a disregarded entity is required to report its activity under the ultimate parent entity. Please note that the address listed on the W-9 is the tax filing address for your landlord and not the address to be used for your rental payments and other charges.

SELLER:

JENNAH BLOSSOM LLC, a Delaware limited liability company, the successor by conversion to Jennah Blossom Corp., a Florida corporation

By: _____



Name: Richard Caster

Title: Manager

NOT A CERTIFIED COPY

NEW OWNER:

SCC ADDISON PLACE LLC
a Delaware limited liability company

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

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ASSIGNMENT OF LEASES AND CONTRACTS

THIS ASSIGNMENT OF LEASES AND GUARANTIES (this "*Assignment*") is made and entered into as of this 12th day of May, 2021 (the "*Effective Date*"), by and between **JENNAH BLOSSOM LLC**, a Delaware limited liability company ("*Assignor*"), and **SCC ADDISON PLACE LLC**, a Delaware limited liability company ("*Assignee*").

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the conveyance by Assignor to Assignee of all that real property and property rights particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "*Property*"), and the mutual covenants herein contained, the receipt and sufficiency of the foregoing consideration being hereby acknowledged by the parties hereto, Assignor hereby transfers, grants, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to:

(i) all tenant leases of space or property within the Property and under any and all guaranties thereof or relating thereto, including, without limitation, the leases set forth on Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "*Leases*");

(ii) all security deposits, as and if any, currently held by Assignor under the Leases and the Temporary Occupancy Agreements; and

(iii) all rents, issues, and profits under the Leases and the Temporary Occupancy Agreements after the Effective Date of this Assignment.

Assignee, by its acceptance hereof, does hereby assume and agree to perform any and all obligations and duties of Assignor as "landlord", "lessor", "licensor" or otherwise under the Leases first arising from and after the Effective Date.

This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto. This Assignment shall be governed by, and construed under, the laws of the State of Florida with venue for any proceedings under or in connection with this Assignment lying in Palm Beach County. Capitalized terms used herein, if not otherwise defined, shall have the same meaning ascribed to them in that certain Purchase and Sale Agreement dated March 10, 2021 by and between Assignor, The Bear on Jog LLLP, and Jennah Blossom II LLC, collectively as seller, and Assignee, as buyer (as amended and/or assigned, the "*Purchase Agreement*").

Assignor shall indemnify, defend and hold harmless Assignee from and against any actual losses, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Assignee related to or arising out of the Leases related to the period prior to the Effective Date.

Assignee shall indemnify, defend and hold harmless Assignor from and against any actual losses, costs and expenses (including reasonable attorneys' fees and expenses) incurred by

Assignor related to or arising out of the Leases related to the period commencing on the Effective Date and thereafter.

The parties hereto agree that this Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute a fully-executed and binding original instrument.

[signatures begin on following page]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

ASSIGNOR:
JENNAH BLOSSOM LLC,
a Delaware limited liability company

By: [Signature]
Name: Richard F. Caster
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12th day of May, 2021, by Richard F. Caster, in his capacity as Manager of Jennah Blossom LLC, a Delaware limited liability company, on behalf of the company under authority vested in him by the company. He is personally known to me or produced N/A as identification.



Lynette Spencer (SEAL)
Printed/typed name: Lynette Spencer
Notary Public-State of Florida
Commission Number: 1654823
Commission Expires: 3-31-25

NOT A CERTIFIED COPY

EXHIBIT A

Legal Description

Fee Parcel:

Parcel 1, according to the Plat of VIA ADDISON M.U.P.D., PLAT NO. 1, as recorded in Plat Book 87, Page 105, Public Records of Palm Beach County Florida.

LESS AND EXCEPT:

Commence at the Northeast boundary said Plat of VIA ADDISON M.U.P.D. - PLAT No. 1; thence S 89° 24' 42" W, along the north boundary of said Plat of VIA ADDISON M.U.P.D. - PLAT No. 1, a distance of 56.20 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along the North boundary of said Plat a distance of 174.06 feet to a point on the North boundary of said Plat also being the southerly right-of-way for Morikami Park Road; thence S 44° 24' 52" W, a distance of 35.36 feet making an intersection with the easterly right-of-way Jog Road, a county maintained road; thence S 00° 34' 58" E, along the said easterly right-of-way of said Jog Road a distance of 159.82 feet; thence N 89° 25' 00" E, a distance of 199.06 feet; thence N 00° 35' 00" W, a distance of 184.85 to the POINT OF BEGINNING.

Easement Interest 1:

Together with non-exclusive easements for the right-of-way for pedestrian and vehicular ingress and egress, parking of vehicles, the installation, operation and maintenance of utilities, and surface drainage arising under that certain Declaration of Unity of Control and Cross Easements recorded in Official Records Book 11509, Page 1164, of the Public Records of Palm Beach County, Florida.

Easement Interest 2:

Together with perpetual non-exclusive access easements and drainage easements granted and created in that Easement and Tri-Party Agreement by and between the School District of Palm Beach County, Florida, and William Nowlin, recorded Official Records Book 10044, Page 525, Public Records of Palm Beach County, Florida.

Easement Interest 3:

Together with perpetual non-exclusive access easements and drainage easements contained in that Warranty Deed recorded in Official Records Book 13463, Page 18, of the Public Records of Palm Beach County, Florida.

THIS INSTRUMENT WAS PREPARED BY:

John Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331

AFTER RECORDING, RETURN TO:

Burr & Forman LLP
171 17th Street NW, Suite 1100
Atlanta, GA 30363
Attn: Erin Hewitt

Parcel ID Nos.: 00-42-46-27-23-001-0010

Note to Recorder: Documentary stamp taxes in the amount of \$126,000.00 are being paid on consideration of \$18,000,000.00, in connection with this Special Warranty Deed as required pursuant to Section 201.02, Florida Statutes.

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of May 12, 2021, between **JENNAH BLOSSOM LLC**, a Delaware limited liability company f/k/a Jennah Blossom Corp., a Florida corporation, having a mailing address at c/o Richard Caster, 290 SE 6th Avenue, Suite #5, Delray Beach, Florida 33483 ("Grantor"), and **SCC ADDISON PLACE LLC**, a Delaware limited liability company, whose mailing address is c/o SITE Centers Corp., 3300 Enterprise Parkway, Beachwood, Ohio 44122 ("Grantee").

WITNESSETH

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, its successors and assigns forever, all of that certain parcel of land lying and being in the County of Palm Beach, State of Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property");

TOGETHER WITH all of the improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property including all appurtenant rights and easements of record;

TO HAVE AND TO HOLD in fee simple forever;

SUBJECT TO all matters set forth on Exhibit "B" attached hereto and by this reference incorporated herein (the "Permitted Exceptions"), but the reference to such items shall not act to reimpose same;

GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land, and that Grantor warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor but against no other, subject however to those matters described on Exhibit "B" hereto.

[Signature Page Immediately Follows]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name as of the day and year first written above.

Signed, sealed and delivered

JENNAH BLOSSOM LLC,

In the presence of:

a Delaware limited liability company

Richard F. Caster
(print name): Richard F. Caster

By: [Signature]
Name: Richard F. Caster
Title: Manager

Lynette Spencer
(print name): Lynette Spencer

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 5th day of May, 2021, by Richard F. Caster, as Manager of Jennah Blossom LLC, a Delaware limited liability company, on behalf of the company under authority vested in him by the company. He is personally known to me or produced _____ as identification.

(SEAL)

Lynette Spencer
Printed/typed name: Lynette Spencer

Notary Public-State of Florida

Commission Number: 1654823

Commission Expires: 3/31/25



EXHIBIT "A"

Legal Description of Property

Fee Parcel:

Parcel 1, according to the Plat of VIA ADDISON M.U.P.D., PLAT NO. 1, as recorded in Plat Book 87, Page 105, Public Records of Palm Beach County Florida.

LESS AND EXCEPT:

Commence at the Northeast boundary said Plat of VIA ADDISON M.U.P.D. - PLAT No. 1; thence S 89° 24' 42" W, along the north boundary of said Plat of VIA ADDISON M.U.P.D. - PLAT No. 1, a distance of 56.20 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along the North boundary of said Plat a distance of 174.06 feet to a point on the North boundary of said Plat also being the southerly right-of-way for Morikami Park Road; thence S 44° 24' 52" W, a distance of 35.36 feet making an intersection with the easterly right-of-way Jog Road, a county maintained road; thence S 00° 34' 58" E, along the said easterly right-of-way of said Jog Road a distance of 159.82 feet; thence N 89° 25' 00" E, a distance of 199.06 feet; thence N 00° 35' 00" W, a distance of 184.85 to the POINT OF BEGINNING.

Easement Interest 1:

Together with non-exclusive easements for the right-of-way for pedestrian and vehicular ingress and egress, parking of vehicles, the installation, operation and maintenance of utilities, and surface drainage arising under that certain Declaration of Unity of Control and Cross Easements recorded in Official Records Book 11509, Page 1164, of the Public Records of Palm Beach County, Florida.

Easement Interest 2:

Together with non-exclusive perpetual access easements and drainage easements granted and created in that Easement and Tri-Party Agreement by and between the School District of Palm Beach County, Florida, and William Nowlin, recorded Official Records Book 10044, Page 525, Public Records of Palm Beach County, Florida.

Easement Interest 3:

Together with perpetual non-exclusive access easements and drainage easements contained in that Warranty Deed recorded in Official Records Book 13463, Page 18, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

Permitted Exceptions

1. General or special taxes and assessments required to be paid in the year 2021 and subsequent years, which are not yet due and payable.
2. All matters contained on the Plat of Via Addison M.U.P.D. - Plat No. 1, as recorded in Plat Book 87, Page 105, Public Records of Palm Beach County, Florida. (Fee Parcel and Easement Interest)
3. Terms and Conditions of non-exclusive easements for access, ingress, egress, parking, roadways and walkways, and utilities, and for erection and maintenance of pylon sign contained in Deed recorded in O. R. Book 13463, Page 18, Public Records of Palm Beach County, Florida. (Easement Interests only)
4. Reservation of a 20 foot wide non-exclusive easement by Palm Beach County, Florida, for drainage purposes as contained in Deed recorded in O. R. Book 11425, Page 303, Public Records of Palm Beach County, Florida, as affected by that Release of Reservation for mineral and petroleum rights recorded in O. R. Book 11484, Page 705 (Fee Parcel and Easement Interests)
5. Terms and Conditions of Easement and Tri-Party Agreement between William Nowlin, The School Board of Palm Beach County, Florida and Palm Beach County, for access and maintenance of paved roadway as recorded in O. R. Book 10044, Page 525, Public Records of Palm Beach County, Florida. (Fee Parcel and Easement Interests)
6. Terms and Conditions of the Declaration of Unity of Control and Cross Easements for ingress, egress, parking, drainage and utilities, recorded in O. R. Book 11509, Page 1164, Public Records of Palm Beach County, Florida. (Fee Parcel and Easement Interests)
7. Standard Potable Water and Wastewater Development Agreement between Palm Beach County and Jennah Blossom Corp., recorded in O. R. Book 11834, Page 1451, and O. R. Book 11874, Page 1448, and O. R. Book 11906, Page 1933, Public Records of Palm Beach County, Florida. (Fee Parcel and Easement Interest)
8. Declaration of Maintenance Covenants for landscaping and paver blocks in median strips abutting rights of way, as recorded in O. R. Book 11900, Page 1387, Public Records of Palm Beach County, Florida. (Fee Parcel and Easement Interest)
9. Utility Easement to Palm Beach County, for installation, maintenance, repair, for inspection potable water, reclaimed water and/or wastewater lines and facilities and equipment, recorded in O. R. Book 12141, Page 179, Public Records of Palm Beach County, Florida. (Fee Parcel and Easement Interests)
10. Florida Power and Light Company Easement recorded in O. R. Book 10188, Page 1775, Public Records of Palm Beach County, Florida. (Fee Parcel only)
11. Florida Power & Light Company Easement recorded in O. R. Book 12039, Page 556, Public Records of Palm Beach County, Florida. (Fee Parcel only)
12. All matters contained on the Plat of Addison Place M.U.P.D., as recorded in Plat Book 84, Page 40, Public Records of Palm Beach County, Florida. (Easement Interest 2 only)

13. Florida Power & Light Company Easement recorded in O. R. Book 1587, Page 204, Public Records of Palm Beach County, Florida. (Easement Interest 2 only)
14. Standard Potable Water and Wastewater Development Agreement recorded in O. R. Book 10561, Page 1730, as amended in O. R. Book 10915, Page 1616, Public Records of Palm Beach County, Florida. (Easement Interest 2 only)
15. Access Easement in favor of Palm Beach County recorded in O. R. Book 16912, Page 1135, Public Records of Palm Beach County, Florida. (Fee Parcel only)
16. All rights, interests or claims arising from the following matters shown on the survey prepared by Avirom & Associates, Inc., dated June 30, 2000, last revised May 3, 2021, under Job No. 6649-14: curb cuts encroach over the South and West boundary lines; overhead utility line encroaches over the North boundary line; asphalt and paver driveways and curb cuts located over easements throughout the property; concrete walk encroaches into ten foot Landscape Buffer along South property line; sign located in easement in Southwest corner; and wood deck with statute and fountain in easement and Landscape Buffer along South property line.
17. Rights of tenants, as tenants only under existing unrecorded leases with the tenants as described on the rent roll attached hereto as Exhibit "C". (Fee Parcel Only)
18. Valid and subsisting rights and interests of persons other than the insured in and to the land comprising the "Easement Interests" as described in Exhibit A hereof.
19. Junior Mortgage, Security Agreement and Fixture Filing dated December 21, 2018 executed by Jennah Blossom LLC in favor of Transamerica Life Insurance Company and recorded December 26, 2018, in Official Records Book 30326, Page 1802; as amended by the 2018 Loan Modification; and as assumed and modified by the 2021 Assumption & Modification; all recording references to the Public Records of Palm Beach County, Florida.
20. Junior Absolute Assignment of Leases and Rents dated December 21, 2018 executed by Jennah Blossom LLC in favor of Transamerica Life Insurance Company and recorded December 26, 2018, in Official Records Book 30326, Page 1847; as amended by the 2018 Loan Modification; and as assumed and modified by the 2021 Assumption & Modification; all recording references to the Public Records of Palm Beach County, Florida.
21. Junior Absolute Assignment of Leases and Rents, recorded January 27, 2015 in Official Records Book 27300, Page 1269; as amended by the 2018 Loan Modification; and as assumed and modified by the 2021 Assumption & Modification; all recording references to the Public Records of Palm Beach County, Florida.
22. ~~Second~~ Amended and Restated Mortgage, Security Agreement and Fixture Filing executed by Jennah Blossom LLC, a Delaware limited liability company, in favor of Transamerica Life Insurance Company, an Iowa corporation, in the principal amount of \$9,500,000.00, dated December 21, 2018, and attached as Attachment A to Modification of Mortgage and Other Loan Documents and Notice of Additional Advance, dated and recorded December 26, 2018 in Official Records Book 30326, Page 1720; as modified by that certain Modification of Notes, Mortgages and Other Loan Documents and Cross Collateralization Agreement dated December 21, 2018, recorded December 26, 2018, in Official Records Book 30326, Page 1917 (the "2018 Loan Modification"); and as assumed and modified by that Consent to Transfer, Loan Assumption and Modification Agreement [*to be recorded*]

Exhibit "B"

<u>Suite</u>	<u>Tenant Name</u>
101/102	Henry's of Boca, L.L.C., a Florida limited liability company d/b/a Henry's
103/104	Disclose, Inc., a Florida corporation d/b/a Infinity
105/106	Hair by Scott & Co. d/b/a Hair by Scott & Co.
107	Shoes N More of Delray, Inc., d/b/a Shoes N More
108	Way Beyond Bagels LLC f/k/a Way Beyond Bagels
110	JJB Holdings, LLC, a Florida limited liability company d/b/a Trilogy Boutique
111	Starbucks Corporation d/b/a Starbucks
112 & 113	Jezebelle, Inc., a Florida corporation d/b/a Wish, Inc. d/b/a Wish Apparel
114	Maria Castaneda DMD PL, a Florida professional limited liability company d/b/a Maria Castaneda DMD PA

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November 17, 2021

VIA EMAIL ONLY TO:

WAY BEYOND BAGELS LLC
16850 JOG ROAD STE 108
DELRAY BEACH, FL 33446

PAYMENT PLAN AGREEMENT

Re: WAY BEYOND BAGELS-SHOPPES AT ADDISON PLACE NORTH
Tenant I.D. #436447-21503-80063

Dear Tenant:

As of November 17, 2021, Tenant is delinquent in the amount of \$18,183.16 (the "Delinquency"). Landlord and Tenant agree that the balance of \$17,126.47 is to be paid in 3 monthly installments, as set forth below (the "Agreement"). The funds should be paid to the order of SCC ADDISON PLACE LLC., and mailed to PO BOX 931650; Dept #436447-21503-80063; Cleveland OH 44193, or paid via the Tenant Portal. Monthly rent shall be paid on the first of the month beginning December 1, 2021 in accordance with tenant lease agreement. If balance paid in accordance with the agreement, the late fee of \$1,056.69 will be waived at the conclusion of this payment plan. Tenant's payment schedule for payment plan is:

Payment Date	Comments	Delinquency	Total Payments
January 15, 2022	Past due Balance	\$5,708.82	\$5,708.82
February 15, 2022	Past due Balance	\$5,708.82	\$11,417.64
March 15, 2022	Past due Balance	\$5,708.83	\$17,126.47

Payments are to be RECEIVED on the dates noted above. **Tenant will continue to be responsible for reconciliations and ongoing lease charges which must be paid in accordance with the Lease.** If any payment is late or missed, this Agreement is null and void, and Landlord will pursue all of its rights and remedies available at law, or in equity, to collect the total amount of the remaining Delinquency, plus any accrued but unbilled interest and late fees. In the event Landlord hires an attorney, Tenant will be responsible for any additional attorneys' fees.

Except for claims arising under this Payment Plan, Tenant, on behalf of itself and all of its respective employees, agents, heirs, executors, administrators, officers, directors successors, assigns and legal representatives, does hereby fully release and forever discharge Landlord and all of its respective employees, agents, heirs, executors, administrators, officers, directors successors, assigns and legal representatives, of and from any and all manner of claims, demands, actions, causes of action, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, which against one another it ever had, now have or which it heirs, executors, administrators, legal representatives, successors or assigns or any of them hereafter can, shall or may have which are directly or indirectly related in any way to the lease, the Premises, the account balance and the action.



SITE CENTERS

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

Tenant understands and agrees that the terms of this Letter Agreement shall be kept confidential and that it will not disclose any of these terms to any third-party other than their attorneys, consultants, accountants and tax professionals, bankers, directors, or other advisors, appraisers, or brokers, or as may be required by law.

If you have any questions, please contact me at (216) 755-6424. If you do not have any questions, please sign below acknowledging your obligations and return to me via email at psinarski@sitecenters.com.


Sincerely,



Paula Sinarski
Senior Collections Specialist

The undersigned hereby acknowledges that he/she has read and does hereby agree to the foregoing terms and conditions.

Date:

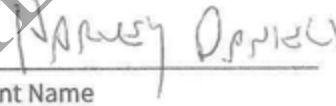


Way Beyond Bagels LLC

By:

Signature

Print Name



cc: File

NOT A CERTIFIED COPY



SITE CENTERS

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

NOTICE TO TENANTS

SCC ADDISON PLACE LLC

3300 Enterprise Parkway
Beachwood, OH 44122

June 18, 2024

WAY BEYOND BAGELS LLC
ATTN REAL ESTATE LEGAL DEPT
16850 JOG RD
STE 108
DELRAY BEACH, FL 33446

RE: Notice to tenants of Shoppes at Addison Place North located in Delray Beach, FL (the "Shopping Center"): d/b/a **WAY BEYOND BAGELS**

Dear Tenant:

This letter will serve as notice that the Landlord at the Shopping Center has changed its name from SCC ADDISON PLACE LLC to CL SHOPPES AT ADDISON PLACE FL LLC. The Landlord's FEIN (W-9 number) will remain the same.

In addition to the change in the Landlord name, there is a change to your remittance address. All rents, additional rents and other charges due under your Lease for periods from and after this date should be made payable to CL SHOPPES AT ADDISON PLACE FL LLC, and forwarded to the following new address:

CL SHOPPES AT ADDISON PLACE FL LLC
Dept. 436447 21503 80063
PO BOX 932055
CLEVELAND OH 44193

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

All notices and correspondence (other than insurance certificates and sales reports) should be sent to Landlord at the following address:

CL SHOPPES AT ADDISON PLACE FL LLC
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attn: Executive Vice President – Leasing

With a copy to:

CL SHOPPES AT ADDISON PLACE FL LLC
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attn: General Counsel

All certificates of insurance should be addressed to:

CL SHOPPES AT ADDISON PLACE FL LLC
Insurance Compliance
3300 Enterprise Parkway
Beachwood, Ohio 44122

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

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

CL SHOPPES AT ADDISON PLACE FL LLC
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attn: Lease Accounting/Gross Sales Department
Or via email: GSales@sitecenters.com

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

If you have any questions, please reach out to Tenant Services at Tenant_Services@sitecenters.com. We appreciate your cooperation.

CL SHOPPES AT ADDISON PLACE FL LLC
a Delaware limited liability company

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

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SCC ADDISON PLACE LLC", CHANGING ITS NAME FROM "SCC ADDISON PLACE LLC" TO "CL SHOPPES AT ADDISON PLACE FL LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF JUNE, A.D. 2024, AT 5:25 O'CLOCK P.M.

NOT A CERTIFIED COPY




Jeffrey W. Bullock, Secretary of State

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SR# 20242754798

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203629987

Date: 06-04-24

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF FORMATION

The undersigned authorized person, desiring to amend the limited liability company formation pursuant to Section 18-202 of the Delaware Limited Liability Company Act, hereby certifies as follows:

1. The name of the limited liability company is SCC Addison Place LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

First: The name of the limited liability company (the "Company") is CL Shoppes at Addison Place FL LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Certificate of Formation on June 3, 2024.

DocuSigned by:
By: Michael S. Owendoff
0718425CADF3447
Authorized Person

Name: Michael S. Owendoff
Print or Type

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>SITE Centers Corp.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p> <p>CL Shoppes at Addison Place FL LLC</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) 8</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) G</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. _____ <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>3300 Enterprise Parkway</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Beachwood, OH 44122</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
3	4	-	1	7	2	3	0	9	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>epichurait</i>	Date <i>6/18/2024</i>
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they