

IN THE CIRCUIT COURT FOR THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.:

BRIDGE CORNER CLUB LLC, a Florida
limited liability company and MARY
ELLEN LONG, an individual

Plaintiffs,

vs.

ISRAM PRADO, LLC (f/k/a PMAT Prado,
LLC), a foreign limited liability company
registered to do business in Florida and ISRAM
REALTY AND MANAGEMENT, INC., a
Florida corporation

Defendants.

COMPLAINT

Plaintiffs BRIDGE CORNER CLUB LLC, a Florida limited liability company (“**Bridge Club**”) and MARY ELLEN LONG, an individual (“**Mrs. Long**”), by and through their undersigned attorneys, sue Defendants ISRAM PRADO, LLC (f/k/a PMAT Prado, LLC), a foreign limited liability company registered to do business in Florida (“**Isram Prado**”) and ISRAM REALTY AND MANAGEMENT, INC., a Florida corporation (“**Isram Realty**”), and allege as follows:

INTRODUCTION

1. This is an action for fraud in the inducement, rescission, breach of statutory duties under Fla. Stat. §475.278(2)(a) and damages all arising from what can only be characterized as a predatory commercial lease transaction wherein Defendants, a commercial landlord and its

agent, broker/leasing agent, through lies, misstatements and material omissions, ensnared a seventy-six-year old retiree who was looking to open a restaurant/bridge club, into signing a sixty-month lease worth in excess of \$433,200.00 *and* into personally guaranteeing said lease, thus becoming a major tenant of a dilapidated restaurant space in a strip shopping center, which had stood empty for over three and a half years, only to learn that she would not be permitted to operate a restaurant -- only a bridge club, with catering.

THE PARTIES

2. Plaintiff Bridge Corner is a Florida limited liability company with its principal place of business at 10857 Sea Coral Court, Bonita Springs, Lee County, Florida 34135.

3. Plaintiff Mrs. Long is an individual residing at 10857 Sea Coral Court, Bonita Springs, Lee County, Florida 34135. Mrs. Long is the sole member of Plaintiff Bridge Club.

4. Defendant Isram Prado is a foreign limited liability company registered to do business in Florida with its principal place of business at 506 S. Dixie Highway, Hallandale, Broward County, Florida 33009. Isram Prado is the owner of a strip shopping center commonly known as "The Prado at Spring Creek" located at or about 25141 - 25355 S. Tamiami Trail, Bonita Springs, Lee County, Florida 34135 (the "**Property**").

5. Defendant Isram Realty is a Florida corporation with its principal place of business at 506 S. Dixie Highway, Hallandale, Broward County, Florida 33009. Isram Realty is an affiliated company of Defendant Isram Prado and both form part of Isram Realty Group, a privately held real estate investment company. At all times material hereto, Isram Realty, through its employee and agent, Ryan Hayoun ("**Mr. Hayoun**"), acted as agent and leasing agent/broker for Isram Prado and for the Property.

6. All conditions precedent to the filing of this action have occurred, have been met

or have been waived.

JURISDICTION AND VENUE

7. As set forth above, this is an action for fraud in the inducement, rescission, breach of fiduciary duty and for damages in excess of \$15,000.00.

8. Plaintiffs are filing this action in this Court in conformance with the venue provision contained in the lease agreement at issue in this case, which references Broward County, Florida. Plaintiffs submit that said venue provision is permissive. Moreover, said venue provision is both unreasonable and unjust.

FACTS

A. Mrs. Long's Background

9. Mrs. Long is a former resident of Pennsylvania who moved to Bonita Springs, Lee County, Florida approximately six years ago to enjoy her retirement.

10. Prior to retiring, Mrs. Long had spent twenty-one years as the owner and manager of Firehouse, a two hundred seat restaurant with a liquor license and a forty seat private dining room, located in Malvern, Pennsylvania. Mrs. Long was also the owner of Mary Ellen's Victorian Rooms/4th Street Café, a nine guest room bed and breakfast with a forty seat restaurant in Ocean City, New Jersey. She owned the bed and breakfast for nine years.

B. Mrs. Long is Looking to Open Restaurant/Bridge Club

11. Sometime in early 2017, Mrs. Long decided that she would like to open a restaurant/bridge club in Bonita Springs.

12. In early March of 2017, Mrs. Long saw a rental sign along the road adjacent to the "The Prado at Spring Creek" Property and, thinking that this might be a good location for her restaurant/bridge club, she contacted Mr. Hayoun, who was listed as the leasing agent.

13. From the start of her communications with Mr. Hayoun, Mrs. Long made clear that she was looking to open a restaurant/bridge club and, from the start of his communications with Mrs. Long, Mr. Hayoun advised her that this would not be a problem for the landlord, Isram Prado.

14. In early March 2017, Mr. Hayoun showed Mrs. Long a 6,000 square foot space identified as Bay 14 at the “The Prado at Spring Creek” Property (the “**Bay 14 Space**”).

15. According to Mr. Hayoun, the Bay 14 Space had been vacant for over three and a half years.

16. Mrs. Long learned that the Bay 14 Space had previously been a Chinese restaurant, with a kitchen and buffet serving areas. However, the space was dilapidated and would need significant improvements to make it functional. Moreover, given the configuration of the Bay 14 Space and the kitchen and buffet serving areas, it was imperative to Mrs. Long to be able to run a restaurant/bridge club to justify the 6,000 square feet of space and the lease cost.

17. Mrs. Long communicated all of this to Mr. Hayoun who again reiterated that Isram Prado, the landlord, was in agreement with the proposed restaurant/bridge club use.

C. Mrs. Long Provides Her Financials

18. Shortly after Mrs. Long saw the Bay 14 Space, Mr. Hayoun requested that she complete a Tenant Credit Application and disclose the particulars of her finances. In fact, Mr. Hayoun was insistent – texting Mrs. Long on March 13, 2017 asking:

Hi Mary Ellen,
You will be submitting ***the application, bank statement, menu ...***
on Wednesday? Any chance we can get the application and bank
statements today? Thanks

(Emphasis added).

19. Mrs. Long complied with the request. On March 16, 2017, Mrs. Long’s financial

advisor supplied the requested financial documents to Mr. Hayoun, on behalf of Mrs. Long, including the completed Tenant Credit Application setting forth all of Mrs. Long's assets – listing Mrs. Long's unencumbered real estate, cash, stocks and bonds.

20. In the Tenant Credit Application, Mrs. Long described the "Type of Business" as *a restaurant*.

21. After Mr. Hayoun was provided with Mrs. Long's financials, he realized that Mrs. Long's financial profile was very sound, to say the least. Thus, he began in earnest trying to get her to agree to lease the Bay 14 Space and to execute written documents.

D. High Pressure Sales Tactics: "We Will Give You Free Rent" and "Don't Involve Lawyers, They Just Complicate Things"

22. On or about March 20, 2017, Mrs. Long was given limited access to the Bay 14 Space to get a bid to see how much it would cost to make some basic repairs. After she finished, and while she and Mr. Hayoun were standing in the parking lot, Mr. Hayoun told Mrs. Long that if she wanted to get into the space quickly she needed to sign a lease and that he would even give her thirty days' free rent.

23. Mr. Hayoun then asked Mrs. Long whether she was getting a lawyer to review the lease. Mrs. Long asked him for his advice on whether she should get one. Mr. Hayoun responded "*don't involve lawyers, they just complicate things.*" (Emphasis added). As a result, Mrs. Long did not involve a lawyer and instead, relied on Mr. Hayoun to deal with her honestly and fairly.

E. Mrs. Long Receives Draft Lease and Draft Guaranty

24. On March 22, 2017, Mr. Hayoun sent Mrs. Long a first draft of the lease between Isram Prado, LLC, as landlord and Bridge Corner Club LLC, as tenant for the premises described as the 6,000 square foot Bay 14 Space (the "**Draft Lease**").

25. Under the Draft Lease, the lease term was to be for sixty months at a monthly minimum rent of \$7,220.00 per month, for a total minimum lease value of \$433,200.00.

26. Mr. Hayoun also provided Mrs. Long with a draft guaranty agreement pursuant to which Mrs. Long would be guaranteeing the entire lease obligation (the “**Draft Guaranty**”).

F. Defendants’ Lies, Misstatements and Omissions

27. Mr. Hayoun actively misled Mrs. Long’s belief that she would be permitted to use the leased space to run a restaurant/bridge club. For example, in the March 22, 2017 e-mail attaching the Draft Lease, Mr. Hayoun stated: “***I still need the menu.***” (Emphasis added). As a result, on that same day, March 22, 2017, Mrs. Long provided the following menus to Mr. Hayoun: a catering menu; a lunch and dinner buffet menu; a coffee and scones menu; a fine dining menu; and a takeout menu.

28. Mr. Hayoun’s e-mail request to be provided with a menu was misleading because any talk of menus and restaurants was contradicted by the fact that the Defendants had defined “Permitted Use” in Section 1.1(g) of the Draft Lease being limited to “catering services for off premises consumption” and that “[n]otwithstanding the foregoing, in no event shall tenant operate for business at the leased premises ***in violation of the Existing Tenant Exclusives set forth in Exhibit “F”*** of this Lease.” (Emphasis added). Moreover, the Exhibit “F” attached to the Draft Lease was left blank except for the phrase [LANDLORD TO PROVIDE].

29. In reviewing the Draft Lease, Mrs. Long did her best to understand the implications of Section 1.1(g) and, on March 26, 2017, Mrs. Long texted Mr. Hayoun asking him about the meaning of Section 1.1(g) and stating: “***what happened to being able to open up some coffee scones and food to go in fine dining later I don’t understand.***” (Emphasis added).

30. On March 30, 2016, Mrs. Long sent a text to Mr. Hayoun stating: “***I need to know what exhibit F is the nine (sic) compete clause please email me exhibit F so I can read it***”

over.” (Emphasis added).

31. On March 31, 2017, Mr. Hayoun texted Mrs. Long asking her for comments to the Draft Lease and seemingly answering Mrs. Long’s question from March 26, 2017 but not providing the requested Exhibit “F”:

In regard to Section “F” we will put the exclusive uses of the national tenants in section F of the lease. Nothing that contradicts with your use.

(Emphasis added). Because Mr. Hayoun was in a superior position to provide information, Mrs. Long accepted Mr. Hayoun’s assertion that her intended use of the space as a restaurant/bridge club was acceptable and would not be in conflict with the Existing Tenant Exclusives for the national tenants.

32. On April 3, 2017, Mr. Hayoun sent Mrs. Long a revised draft lease which included the offer of thirty days’ free rent. In retrospect, it is now clear that Defendants did not want Mrs. Long to inspect the Bay 14 Space with contractors because this would result in her gaining actual knowledge of the true state of the premises (no working locks, restaurant equipment that did not work, ceiling tiles coming down, faulty electric, etc.), before signing a lease. Therefore, Defendants offered the free rent to in order to hide known facts affecting the value of the lease transaction.

33. Later in the day on April 3, 2017, Mr. Hayoun forwarded what was supposed to be the final, execution copy of the lease (the “**Final Lease Draft**”). The definition of “Permitted Use” in Section 1.1(g) of the Final Lease Draft had been modified to remove the reference to “off premises consumption.” And, the provision in Section 1.1(g) which Mr. Hayoun had assured Mrs. Long would not affect her contemplated use of the space remained unchanged: “[n]otwithstanding the foregoing, in no event shall tenant operate for business at the leased

premises in violation of the Existing Tenant Exclusives set forth in Exhibit “F” of this Lease.” Moreover, the Exhibit “F” attached to the Final Lease Draft was still blank except for the phrase [LANDLORD TO PROVIDE].

34. Along with forwarding the Final Lease Draft, Mr. Hayoun spoke with Mrs. Long and told her that *only* the bridge club and catering had been approved as permitted uses for the space. Mr. Hayoun then used his superior knowledge and position to convince Mrs. Long to go ahead and move forward with the transaction.

G. On April 4, 2017, Defendants Have Plaintiffs Bridge Club and Mrs. Long Sign Incomplete Documents

35. On the morning of April 4, 2017 at 8:23 a.m., Mr. Hayoun texted Mrs. Long asking whether they would be getting together at 1:00 p.m. that day to sign the lease (the “**Lease Agreement**”).

36. On April 4, 2017, Mr. Hayoun accompanied Mrs. Long to her bank so that she could sign the Lease Agreement on behalf of Bridge Club in front of witnesses and so that she could execute the Guaranty Agreement in front of a notary. Mr. Hayoun did not ask Mrs. Long to initial every page of what she was signing and he did not provide her with a copy of the signed documents.

37. On April 5, 2017, Mr. Hayoun e-mailed Mrs. Long a one-page document purporting to be the Exhibit “F” Existing Tenant Exclusives and in his e-mail, he made the following request:

Hi Mary Ellen, *here is the exhibit with the exclusive uses that I need you to Print, sign and send back to me to put into the lease.*

(Emphasis added).

38. Hearing no response from Mrs. Long, on April 6, 2017 at 6:48 a.m., Mr. Hayoun

again e-mailed Mrs. Long:

Mary Ellen, please don't forget to print, sign and send back to me today

You can do this at Office Depot

We cannot process the lease without it

Please confirm

Thanks

(Emphasis added). Mr. Hayoun also texted Mrs. Long at 7:43 a.m. making the same request.

39. On April 6, 2017, Mrs. Long signed the one-page document given to her at the 11th hour, a copy of which is attached hereto as **Exhibit "1"**.

40. On or about April 7, 2017, Mr. Hayoun used federal express to send Mrs. Long a copy of the fully executed lease between Isram Prado, LLC, as landlord and Bridge Corner Club LLC, as tenant (the "**Lease**") for the leased premises described as the 6,000 square foot Bay 14 Space (the "**Leased Premises**"), together with exhibits. Mr. Hayoun also provided the fully executed guaranty agreement (the "**Guaranty Agreement**"). See **Composite Exhibit "2"**.¹

41. Sometime on or about April 7, 2017, Bridge Club took possession of the Leased Premises. Upon finally being given access, Plaintiffs encountered a filthy, non-tenantable space and they learned, among other things, that the Leased Premises lacked working locks, that the restaurant equipment did not work, that the electrical was faulty and that there were substantial cosmetic and aesthetic repairs that needed to be made. Plaintiffs were forced to undertake repairs at a cost of in excess of \$20,000.00.

42. Mrs. Long became ill in late May and early June and had to be relocated to Pennsylvania to seek medical treatment and to be close to her children so that they could provide

¹ The Lease and Guaranty Agreement were hand-dated April 7, 2017. Moreover, The Lease and the Guaranty Agreement were assembled after the fact to include the Exhibit "F" which Mrs. Long signed on April 6, 2017.

care.² It was at that time, upon her children taking a closer look at the Lease and the Guaranty Agreement and talking to their mother regarding how the transaction had come about, that it became obvious that regardless of how much money they invested in the Leased Premises or the business, due to Defendants' lies, misstatements and omissions, Bridge Club's core purpose for the Leased Premises, *i.e.*, running a restaurant/bridge club, has been completely frustrated by Defendants' decision to not permit Bridge Club to operate a restaurant. In addition, Defendants' lies, misstatements and omissions as set forth herein, so materially affected the value of the lease transaction, that the Lease and Guaranty Agreement could only have been procured by fraud.

43. Defendants' actions in this case are the embodiment of predatory leasing. First, a cursory review of the Lease demonstrates that it is completely one-sided.³ From the beginning, Defendants knew that it was Mrs. Long's intention to operate a restaurant/bridge club on the Leased Premises. Defendants also knew that if Mrs. Long was to lease 6,000 square feet of space with a kitchen and buffet serving areas, it was precisely to be able to run a restaurant/bridge club. Realizing that Mrs. Long had the financial ability to execute a commercial lease and guaranty of this type, Defendants caused Plaintiffs to enter into the lease transaction using lies, misstatements and omissions and mislead Mrs. Long's belief that the contemplated use was acceptable by making repeated references to menus and by explaining away Exhibit "F" to the Lease. Defendants then waited until the 11th hour to provide Mrs. Long

² Mrs. Long's health had deteriorated as a result of severe inflammatory joint arthritis, a condition that, starting in December of 2016, required Mrs. Long to be placed on a regimen of corticosteroids. These corticosteroids are known to cause significant side effects, including problems with mood, memory, behavior and other psychological effects. Starting in early 2017, Mrs. Long began to experience these significant side effects.

³ For example, Section 4.2 – the *landlord* dictates hours of operation; Section 6.1 – the landlord is not liable for injuries and damages resulting from its failure to make required structural repairs; and there is no provision for landlord defaults.

with the one-page document titled Existing Tenant Exclusives.

44. Far from being an actual list of Existing Tenant Exclusives which was required to be attached to the Lease as Exhibit "F", the one-page document provided by Defendants after the execution of the Lease is nothing more than a list of five tenant categories. It provides zero information regarding the permitted uses for the Leased Premises in light of the Existing Tenant Exclusives. It sets up Plaintiffs for financial failure, to be sued by other tenants or worse, to be in unwitting breach of the Lease and Guaranty Agreement, and puts Mrs. Long, a retiree, in a precarious position.

45. Plaintiffs therefore have no option but to seek redress in this forum.

COUNT I
FRAUD IN THE INDUCEMENT

46. Plaintiffs reallege and incorporate by reference each allegation contained in paragraphs 1 through 45 of this Complaint, inclusive, as if fully set forth herein.

47. This is an action for fraud in the inducement against Defendants Isram Prado and Isram Realty for misrepresentations, statements and/or omissions which caused Bridge Club to enter into the Lease and caused Mrs. Long to execute the Guaranty Agreement.

48. As set forth in Paragraphs 21 through 44 above, Defendants Isram Prado and Isram Realty, through their agent, employee and leasing agent, Mr. Hayoun (a) mislead Bridge Club and Mrs. Long into believing that Bridge Club would be permitted to run a restaurant on the Leased Premises, including by repeatedly requesting Mrs. Long to provide "menus"; (b) made knowing misrepresentations to Bridge Club and Mrs. Long about whether it was permissible for Bridge Club to run a restaurant on the Leased Premises, including falsely representing that the existing tenant exclusives were limited to the national tenants and would not "contradict" with Bridge Club's bridge club/restaurant use; and (c) knowingly hid known facts

affecting the value of the lease transaction and concealed and failed to disclose the Existing Tenant Exclusives which, to this day, have not been made available and which are material to the leasing transaction entered into by the parties.

49. Defendants knew that their misrepresentations and false statements were false when they made them and they were made at a time when they possessed superior knowledge of the facts and circumstances in question. Moreover, Defendants' omissions constitute a deprivation of core information and material facts which only they possess, namely, information relating to the physical state of the Leased Premises and the nature and scope of Existing Tenant Exclusives for the Property.

50. Defendants intended that their misrepresentations, false statements and omissions would induce reliance from Bridge Club and Mrs. Long and that they would persuade Bridge Club to sign the Lease and Mrs. Long to sign the Guaranty Agreement.

51. Bridge Club and Mrs. Long reasonably relied on the misrepresentations and false statements of Defendants. Defendants possessed superior knowledge and information, and Bridge Club and Mrs. Long had no reason to believe that said representations and statements were false.

52. As a result of their reasonable reliance, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs BRIDGE CORNER CLUB LLC and MARY ELLEN LONG demand judgment against Defendants ISRAM PRADO, LLC (f/k/a PMAT Prado, LLC) and ISRAM REALTY AND MANAGEMENT, INC. (i) for compensatory, consequential -- including lost profits -- and incidental damages; (ii) for pre and post judgment interest; (iii) for costs incurred in this action; and (iv) for such other relief as may be just and proper. Moreover, Plaintiffs reserve the right to seek punitive damages pursuant to Florida law.

COUNT II
RESCISSION

53. Plaintiffs reallege and incorporate by reference each allegation contained in paragraphs 1 through 45 of this Complaint, inclusive, as if fully set forth herein.

54. This is an action for rescission of the Lease and the Guaranty Agreement.

55. As set forth above, Mrs. Long is a seventy-six-year old retiree who reached out to Defendants because she wanted to establish a restaurant/bridge club. Defendants Isram Prado and Isram Realty are affiliates and they form part of Isram Realty Group, a privately held real estate investment company. Moreover, Defendant Isram Realty, through its employee and agent, Mr. Hayoun, acted as agent and leasing agent/broker for Isram Prado and for the Property.

56. As set forth above, on or about April 4, 2017, Mrs. Long on behalf of Bridge Club executed the Lease and she also executed the Guaranty Agreement in her individual capacity.

57. As set forth in Paragraph 48 above, Defendants Isram Prado and Isram Realty, through their agent, employee and leasing agent, Mr. Hayoun (a) misled Bridge Club and Mrs. Long into believing that Bridge Club would be permitted to run a restaurant on the Leased Premises, including by repeatedly requesting Mrs. Long to provide "menus"; (b) made knowing misrepresentations to Bridge Club and Mrs. Long about whether it was permissible for Bridge Club to run a restaurant on the Leased Premises, including falsely representing that the Existing Tenant Exclusives were limited to the national tenants and would not "contradict" with Bridge Club's restaurant/bridge club use; and (c) knowingly hid known facts affecting the value of the lease transaction and concealed and failed to disclose the Existing Tenant Exclusives which, to this day, have not been made available and which are material to the leasing transaction entered into by the parties.

58. Plaintiff Bridge Club has rescinded the Lease and notified Defendants of such

rescission.

59. Plaintiff Mrs. Long has rescinded the Guaranty Agreement and notified Defendants of such rescission.

60. Plaintiffs have not received any benefits from the Lease or the Guaranty Agreement. To the contrary, as set forth above, it is the Plaintiffs who have conferred a benefit upon Defendants by undertaking repairs to the Leased Premises at a cost of in excess of \$20,000.00. Furthermore, to the extent Plaintiffs have received any such benefits, they stand ready to restore said benefits to the Defendant furnishing them, if restoration is possible.

61. Lastly, Plaintiffs have no adequate remedy at law.

62. Therefore, Plaintiffs ask the Court to exercise its sound discretion, to do what is reasonable and proper under the circumstances of this case, and that in granting relief, it impose such terms as it deems the real justice of the case to require.

WHEREFORE, Plaintiffs BRIDGE CORNER CLUB LLC and MARY ELLEN LONG ask the Court to (i) grant rescission of the Lease and the Guaranty Agreement; and (ii) grant such relief and impose such other terms as it deems that justice so requires.

COUNT III
BREACH OF STATUTORY DUTIES UNDER
FLA. STAT. §475.278(2)(a)

63. Plaintiffs reallege and incorporate by reference each allegation contained in paragraphs 1 through 45 of this Complaint, inclusive, as if fully set forth herein.

64. This is an action by Plaintiff Bridge Club, for breach of statutory duties under by Fla. Stat. §475.278(2)(a), against Defendant Isram Realty.

65. The Lease defined the term “Brokers” as “Isram Realty & Management, Inc.”, *i.e.*, Defendant Isram Realty. There was no written disclosure that Isram Realty was a single

agent or that it was acting solely for Defendant Isram Prado. Therefore, Defendant Isram Realty was the transactional broker, obligated under Fla. Stat. §475.278(2)(a) to deal honestly and fairly with Bridge Club and Mrs. Long; to use skill, care and diligence in the transaction; and is required to disclose all known facts affecting the value of the lease transaction.

66. Defendant Isram Realty breached its statutory duties as set forth in Fla. Stat. §475.278(2)(a) by engaging in the actions and omissions set forth in Paragraphs 21 through 44 above.

67. As a result of Defendant Isram Realty's breach of its statutory duties imposed by Fla. Stat. §475.278(2)(a), Plaintiff Bridge Club suffered damages.

WHEREFORE, Plaintiff BRIDGE CORNER CLUB LLC demand judgment against Defendant ISRAM REALTY AND MANAGEMENT, INC., under Fla. Stat. §475.278(2)(a), (i) for compensatory, consequential -- including lost profits -- and incidental damages; (ii) for pre and post judgment interest; (iii) for costs incurred in this action; and (iv) for such other relief as may be just and proper.

DATED this 27th day of July, 2017.

DUANE MORRIS LLP

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EXHIBIT 1

EXHIBIT "F"

EXISTING TENANT EXCLUSIVES

[LANDLORD TO PROVIDE]

1. Italian-Mediterranean Restaurant.
2. Dental Office.
3. Dance Instruction Studio.
4. Sell of Hearing Aids.
5. Personal Training Studio.

Mary Ellen Long

EXHIBIT 2

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 7th day of April, 2017 (the "Effective Date"), by and between ISRAM PRADO, LLC, a Florida limited liability company ("Landlord") and BRIDGE CORNER CLUB LLC, a Florida limited liability company ("Tenant").

WITNESSETH:

ARTICLE I
REFERENCE PROVISIONS AND ENUMERATION OF EXHIBITS

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

- (a) "SHOPPING CENTER": That certain real property generally known as The Prado at Spring Creek (the "Shopping Center") more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein together with all improvements now located or hereafter erected thereon, less any deletions pursuant to this Lease, plus such additions as Landlord may from time to time designate as comprising part of the Shopping Center.
- (b) "COMMON AREA": All areas and facilities in the Shopping Center designated by Landlord for the general use, in common, of occupants of the Shopping Center, including Tenant hereunder, its officers, agents, employees and customers. Common Areas shall include the parking areas, sidewalks, canopies, roadways, loading platforms, washrooms, ramps and landscaped areas.
- (c) "ANCHORS": All tenants occupying bays in the Shopping Center in excess of 8,000 rentable square feet.
- (d) "TENANT'S TRADE NAME": Bridge Corner Club.
- (e) "LEASED PREMISES": That certain space known as Bay No. 14 containing approximately 6,000 rentable square feet located in a building erected or to be erected on the Shopping Center as shown Exhibit "B" attached hereto and by this reference incorporated herein.
- (f) "FLOOR AREA": The actual number of rentable square feet of floor space within the Leased Premises and any area outside the Leased Premises which is exclusively appropriated for use by Tenant; subject, however, to the limitations as herein provided. The Floor Area of the Leased Premises shall be finally determined by Landlord on or before the Rent Commencement Date (as defined below) and shall be calculated by measuring from the center line of interior or party walls and from the exterior faces of exterior walls.
- (g) "PERMITTED USE": Tenant shall use the Leased Premises solely for the operation of a bridge club, including bridge lessons, providing catering services, and for no other use or purpose. Notwithstanding the foregoing, in no event shall Tenant operate for business at the Leased Premises in violation of the Existing Tenant Exclusives set forth in Exhibit "F" of this Lease.
- (h) "TERM": The term of this Lease shall commence upon the date of this Lease and expire upon the last day of the calendar month occurring sixty (60) full calendar months, plus any partial calendar month (if any), after the Rent Commencement Date (as defined below), unless extended or sooner terminated as provided for herein.
- (i) "RENT COMMENCEMENT DATE": Rent shall commence thirty (30) days from the date of delivery of the Leased Premises to Tenant (the "Rent Commencement Date").

For purposes of this Lease, a "Lease Year" shall be defined as that twelve (12) month period during the Term (including any extensions), commencing on the Rent Commencement Date or the annual anniversary thereof, as may be applicable; provided, however, that if the Rent Commencement Date is a day other than the first day of the calendar month, then the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month.
- (j) "MINIMUM RENT": Minimum Rent shall be Five Thousand Dollars (\$5,000.00), each month, commencing on the Rent Commencement Date and payable on the first day of each calendar month thereafter for the balance of the Lease Term or extensions thereof and subject to adjustment in accordance with Section 1.1(m) below.
- (k) "OPERATING EXPENSES": This is a fully net lease and Tenant shall pay its Proportionate Share of Operating Expenses as defined in and accordance with Section 2.3 of this Lease. Without representation and warranty, Landlord's initial estimate of Tenant's Proportionate Share of Operating Expenses is Two Thousand Two Hundred Twenty and 00/100ths Dollars (\$2,220.00) per month, which amount shall be due from Tenant on the first (1st) day of each month along with the Minimum Rent.
- (l) "INITIAL DEPOSIT": The sum of Fifteen Thousand Two Hundred Twenty and 00/100ths Dollars (\$15,220.00), of which Eight Thousand and 00/100ths Dollars (\$8,000.00) shall represent the Tenant's Security Deposit, and Seven Thousand Two Hundred Twenty and 00/100ths Dollars (\$7,220.00) shall represent the first month's Minimum Rent, estimated Operating Expenses, and applicable Sales Tax.
- (m) "RENT INCREASES": Commencing on the first day of the second (2nd) Lease Year, Tenant's Minimum Rent shall increase by three percent (3%) per annum during the initial Lease Term.
- (n) "CONSTRUCTION OBLIGATIONS": "As-Is", as more particularly specified in Article III and Exhibit "C" attached hereto and by this reference incorporated herein.

(o) "ADDRESSES FOR NOTICE & PAYMENTS":

LANDLORD PAYMENTS:
ISRAM PRADO, LLC
c/o Iqram Realty & Management, Inc
506 South Dixie Highway
Hallandale Beach, FL 33009
ATTN: ACCOUNTS RECEIVABLE

LANDLORD NOTICE:
ISRAM PRADO, LLC
c/o Iqram Realty & Management, Inc
506 South Dixie Highway
Hallandale Beach, FL 33009
ATTN: LEGAL DEPARTMENT

TENANT NOTICE:
BRIDGE CORNER CLUB LLC
10857 Sea Coral Court
Bonita Springs, FL 34135
Attn: Mary Ellen Long
Phone: (27) 267-2000

(p) "BROKERS": Iqram Realty & Management, Inc.

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

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

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

**ARTICLE II
RENT**

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

Notwithstanding the foregoing, Tenant agrees that Landlord shall have the right to automatically debit from Tenant's checking account through the automated clearing house ("ACH") system all payments of Rent due hereunder. Tenant shall complete and sign the form attached hereto and by this reference incorporated herein as Exhibit "F" and return same to Landlord with a voided check with the executed Lease (and shall promptly upon request of Landlord executed any other documentation required to effectuate the foregoing). Tenant shall pay all service fees and other charges (including charges for insufficient funds) in connection with the foregoing. Notwithstanding the foregoing, Tenant acknowledges and agrees that it shall remain responsible to Landlord for all payments of Rent pursuant to this Lease even if there are insufficient funds in Tenant's bank account in any given month and such Rent shall immediately be paid to Landlord upon written notice.

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

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

Prior to the Rent Commencement Date and each calendar year thereafter (or such other accounting period used by Landlord), Landlord shall furnish to Tenant a written estimate of the Operating Expenses and Tenant's Share thereof for the ensuing

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

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

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

ARTICLE III CONSTRUCTION OF LEASED PREMISES

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

ARTICLE IV USE

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

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

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

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

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

ARTICLE V INSURANCE

Section 5.1 TENANT'S INSURANCE. Tenant shall, at its cost, procure and maintain beginning on the date Tenant is given access to the Leased Premises for any purpose and keep in force at all times thereafter during the Term the following insurance with respect to the Leased Premises: (a) Commercial General Liability Insurance with contractual liability coverage for the Leased Premises, entranceways, sidewalks and any surrounding common areas, with a minimum single limit of \$2,000,000 per occurrence; (b) Special Form Property Insurance (or its successor coverage) and flood insurance for the full

replacement cost of all permanent leasehold improvements and betterments installed by Tenant to the Leased Premises and all personal property, trade fixtures, furniture, equipment and merchandise therein; (c) Plate Glass Insurance in amounts sufficient to replace all plate glass in the Leased Premises; (d) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida, which shall also be carried by any contractors and subcontractors of Tenant; and (e) such other insurance as Landlord or any mortgagee may reasonably require. In addition, Tenant shall carry (or cause its contractors and subcontractors to carry) and keep in full force and effect, at Tenant's cost, prior to commencement of and during construction of Tenant's Work and the performance of any other construction or alterations to the Leased Premises, Builders' Risk Insurance for the full replacement cost of all such work.

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

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

ARTICLE VI REPAIRS AND MAINTENANCE

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

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

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

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

ARTICLE VII ALTERATIONS

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

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

ARTICLE VIII DESTRUCTION OR CONDEMNATION

Section 8.1 DESTRUCTION. Tenant shall give Landlord prompt written notice of damage to any portion of the Leased Premises resulting from fire or other casualty. If (a) the Leased Premises shall be damaged by an occurrence which is not covered by Landlord's insurance; (b) the Leased Premises shall be damaged during the last two years of the Term; (c) the Shopping Center buildings are damaged to the extent of more than twenty five (25%) of the replacement cost, or (d) the Leased Premises are damaged to the extent of twenty five percent (25%) of the replacement cost, then in any of such events, Landlord may terminate this Lease upon the date set forth in Landlord's notice, which date shall be at least thirty (30) days after the date of Landlord's notice. In the event that the Leased Premises are wholly or partially untenable as a result of such fire or casualty, there shall be a fair and equitable proportionate abatement of all Rent during that period based on the proportion of the Leased Premises rendered untenable. If this Lease is not terminated by Landlord as aforesaid then this Lease shall continue in full force and effect (Tenant waives any right conferred by any applicable law to terminate this Lease based on the damage) and Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant (but only to the extent insurance proceeds are adequate and available for such purposes); and upon Landlord providing Tenant written notice of the completion thereof, Tenant shall diligently restore Tenant's property and promptly reopen for business and commence the payment of all Rent required hereunder. Tenant shall use the proceeds of any recovery on Tenant's insurance policies for restoration of improvements made by Tenant to the Leased Premises damage (including all permanent leasehold improvement and betterments), and for restoration and/or replacement of Tenant's equipment, trade fixtures and inventory, and to cover any business interruption loss.

Section 8.2 CONDEMNATION. If the whole of the Leased Premises are taken in connection with eminent domain or sale in lieu thereof, the Term shall expire when Landlord shall be divested of its title, and Rent shall be apportioned as of that date. If only part of the Leased Premises is taken in connection with eminent domain, and the Floor Area of the Leased Premises is reduced by more than twenty five percent (25%) and the part remaining shall not be reasonably adequate for the operation of Tenant's business, Landlord or Tenant may terminate this Lease by giving the other notice within thirty (30) days after such taking, effective as of the date possession of the taken part shall be required for public use; and Rent shall be apportioned as of that date. If this Lease is not so terminated pursuant to this provision, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking (to the extent feasible and at a cost to Landlord not to exceed the award received by Landlord after expenses) and this Lease shall continue in full force and effect except that the Rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking. Landlord shall be entitled to all damages in connection with eminent domain, including any portion of the award based on the value of the leasehold estate of the Leased Premises. Notwithstanding the foregoing, Tenant may bring a separate claim in Tenant's name to recover damages for the value of any personal property or movable trade fixtures that were installed by Tenant. However and notwithstanding anything contain in this Section, tenant shall have no rights hereunder or claims of any type or nature in the event only some portion of the parking areas are taken.

ARTICLE IX SUBORDINATION/ ATTORNTMENT AND ESTOPPEL CERTIFICATES

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

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

ARTICLE X DEFAULT

Section 10.1 TENANT DEFAULT. Any one of the following shall be a default by Tenant: (a) Tenant fails to pay Rent when due hereunder; (b) Tenant fails to perform or observe any agreement, obligation or covenant of this Lease (other than the payment of Rent) and such failure continues for ten (10) days after notice from Landlord (or if same cannot reasonably be cured within ten (10) days, if Tenant fails to commence to cure within ten (10) days and/or fails to diligently prosecute such cure to completion provided such cure period shall not exceed thirty (30) days); (c) Tenant or Guarantor becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or Guarantor; (d) a receiver or trustee in bankruptcy is appointed for any of Tenant's or Guarantor's property and such appointment is not vacated within ninety (90) days from the date of appointment; (e) Tenant's leasehold interest or right

to possession of the Leased Premises, or both, passes to one other than Tenant, by assignment, operation of law or otherwise (except as otherwise expressly permitted hereunder), without written consent of Landlord; (f) Tenant ceases doing business at the Leased Premises as determined by Landlord for more than fifteen (15) consecutive days (except for temporary closures due to casualty or condemnation); (g) Tenant vacates or abandons possession of the Leased Premises; and/or (h) the Leased Premises are used for purposes other than the Permitted Use.

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

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

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

Section 10.3 TENANT WAIVER. Tenant hereby expressly, unconditionally and irrevocably waives all of the following: (a) any right Tenant may have to interpose or assert any claim, counterclaim or setoff in any action brought by Landlord based (in whole or part) on non-payment of Rent even if same is based on Landlord's alleged breach of the Lease (Landlord and Tenant hereby stipulate that any such counterclaim shall be severed and tried separately from the action brought by Landlord for non-payment of Rent); (b) all constitutional, statutory or common law bonding requirements including the requirement under Section 83.12, Florida Statutes that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the property sought to be distrained); it being the intention of the parties that no bond shall be required in any distress action; (c) the right under Section 83.14, Florida Statutes to replevy distrained property; (d) any rights Tenant may have in the selection of venue in any suit by or against Landlord; it being understood that the venue of such suit shall be in Broward County, Florida or the Southern District of Florida; (e) any rights Tenant may have to consequential damages incurred by Tenant including but not limited to lost profits and interruption of business as a result of any Landlord default; and (f) any rights Tenant may have in the Leased Premises or any goods or personal property therein if Tenant is evicted and dispossessed of same.

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

ARTICLE XI OTHER PROVISIONS

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

Section 11.2 RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant. Landlord and

Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease shall not be construed for or against either party merely because such party prepared or drafted the Lease or any particular provision.

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

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

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

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

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

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

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

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

Section 11.10 **LIENS.** Tenant will not permit or suffer any lien to attach to the Demised Premises or the Shopping Center, or the interest of Landlord, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate to any lien. Tenant covenants and agrees to save and hold harmless Landlord from and against any such lien or claim of lien. In the event that any lien is filed against the Demised Premises or the Shopping Center, or the interest of Landlord as a result of additions, alterations, repairs, installations, or improvements made by or claimed to have been made by Tenant or anyone holding any part of the Demised Premises through or under Tenant, or any other work, act, or failure to act of any of the foregoing; Tenant shall fully pay or discharge the same within ten (10) days from the filing thereof. If Tenant fails to discharge any such lien by payment, bond (with surety satisfactory to Landlord), or court order, Landlord, at its option, in addition to all other rights and remedies provided in this Lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, for the account of Tenant, and all expenses incurred by Landlord in so discharging said lien (including the cost of any bond and any costs paid to the bonding agency, plus any interest imputed during the time in which the bond is in force) shall be paid by Tenant to Landlord as additional rent on five (5) days' demand.

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

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

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

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

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

Section 11.16 **ENTIRE AND BINDING AGREEMENT.** This Lease contains the entire agreement between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as otherwise expressly provided in this Lease. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

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

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

Section 11.19 **RADON GAS.** Florida Statutes 404.056(8) RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

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

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

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

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

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

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

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

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

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

Section 11.29 OFAC COMPLIANCE. (a) Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law. (b) Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof. (c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

Section 11.30 OFFER. The submission of this Lease to Tenant shall not be deemed an offer to enter the same by Landlord but the solicitation of such an offer by Tenant. Tenant agrees that its execution of this Lease constitutes a firm offer to enter the same which may not be withdrawn for a period of ten (10) days after delivery of this Lease to Landlord.

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

WITNESSES:



LANDLORD:

ISRAM PRADO, LLC,
a Florida limited liability company

By: Isram Realty Management, LLC,
a Florida limited liability company, its Manager


By: _____
Name: Shaul Kikman
Title: Manager

WITNESSES:



TENANT:

BRIDGE CORNER CLUB LLC,
a Florida limited liability company

By: Mary Ellen Long
Name: MARY ELLEN LONG
Title: Owner

LEASE RIDER

Sunset Station

LANDLORD: **ISRAM PRADO, LLC**, a Florida limited liability company

TENANT: **BRIDGE CORNER CLUB LLC**, a Florida limited liability company

LEASE DATE: April 7th, 2017

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

1. **OPTION TO RENEW AT MARKET RATE:** Provided that Tenant has never been in default of the Lease, Tenant shall have two (2) renewal options of five (5) years each to extend the Lease Term, provided that Tenant shall provide written notice to Landlord of its election to extend the Lease at least twelve (12) months, prior to the expiration of the initial Lease Term, with time being of the essence as to this notification period. Landlord shall have no obligation to notify Tenant hereafter of the required notification date to renew the Lease and Tenant shall be deemed to have waived any unexercised renewal options in the event Tenant fails to notify Landlord in writing by the required notification date.

All of the terms and conditions of the Lease shall remain unchanged and in full force and effect upon Tenant's extension of the Lease Term except that Minimum Rent shall be increased to the current market rent as determined by Landlord upon the first day of any such extension period and increase upon each anniversary thereafter by three percent (3%) per annum. Notwithstanding the foregoing, in no event shall the Minimum Rent during the extension period be less than the Minimum Rent payable immediately preceding the extension period.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]

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

WITNESSES:



WITNESSES:



LANDLORD:

ISRAM PRADO, LLC
a Florida limited liability company

By: Isram Realty Management, LLC,
a Florida limited liability company, its Manager


By: _____
Name: Shaul Kikman
Title: Manager

TENANT:

BRIDGE CORNER CLUB LLC,
a Florida limited liability company

By: Mary Ellen Long
Name: MARY ELLEN LONG
Title: Owner

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

A portion of Parcel 4 of Spring Creek East Unit Two, according to the Plat thereof as recorded in Plat Book 62, Pages 65 through 67 of the Public Records of Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Parcel 4 of Spring Creek East Unit Two according to the Plat thereof as recorded in Plat Book 62, Pages 65 through 67 of the Public Records of Lee County, Florida, the same being a point on the Easterly right of way line of U.S. Highway 41 (Tamiami Trail); thence run North 00° 06' 50" West, along the Westerly boundary of said Parcel 4 and along said Easterly right of way line, for a distance of 575.69 feet; thence run North 90° 00' 00" East, for a distance of 198.00 feet to the beginning of a tangential circular curve, concave Northwesterly and the Point of Beginning of the parcel of land herein described; thence run Northeasterly along the arc of said curve to the left, having a radius of 24.50 feet, through a central angle of 88° 25' 32", subtended by a chord of 34.17 feet at a bearing of North 45° 47' 14" East, for a distance of 37.81 feet to a point of reverse curve concave Easterly; thence run Northerly along the arc of said curve to the right, having a radius of 1,214.00 feet, through a central angle of 12° 55' 32" subtended by a chord of 273.29 feet at a bearing of North 08° 02' 14" East, for a distance of 273.87 feet to the end of said curve; thence run North 14° 30' 00" East for a distance of 224.67 feet to a point on the Northerly boundary of said Parcel 4; thence run South 75° 30' 00" East, along the boundary of said Parcel 4, for a distance of 44.00 feet; thence run North 14° 30' 09" East along the boundary of said Parcel 4, for a distance of 17.82 feet to the beginning of a tangential circular curve concave Southeasterly; thence run Northeasterly, along the boundary of said Parcel 4 and along the arc of said curve to the right, having a radius of 25.00 feet through a central angle of 83° 15' 47", subtended by a chord of 33.22 feet at a bearing of North 56° 07' 53" East, for a distance of 36.33 feet to the end of said curve; thence run South 82° 14' 13" East, along the boundary of said Parcel 4 for a distance of 93.53 feet to the beginning of a tangential circular curve, concave Southerly, thence run Easterly along the boundary of said Parcel 4 and along the arc of said curve to the right having a radius of 200.00 feet, through a central angle of 06° 44' 13" subtended by a chord of 23.50 feet at a bearing of South 78° 52' 07" East, for a distance of 23.52 feet to the end of said curve; thence run South 75° 30' 00" East, along the boundary of said Parcel 4, for a distance of 88.63 feet to the beginning of a tangential circular curve, concave Southwesterly; thence run Southeasterly, along the boundary of said Parcel 4 and along the arc of said curve to the right, having a radius of 160.00 feet, through a central angle of 54° 35' 45" subtended by a chord of 146.76 feet at a bearing of South 48° 12' 08" East, for a distance of 152.46 feet to the end of said curve; thence run South 20° 54' 15" East along the boundary of said Parcel 4, for a distance of 302.86 feet; thence run South 69° 05' 43" West for a distance of 248.96 feet; thence run South 20° 54' 15" East for a distance of 23.44 feet to the beginning of a tangential circular curve, concave Northwesterly; thence run Southwesterly, along the arc of said curve to the right, having a radius of 8.00 feet, through a central angle of 110° 54' 14" subtended by a chord of 13.18 feet at a bearing of South 34° 32' 53" West, for a distance of 15.49 feet to the end of said curve; thence run North 90° 00' 00" West, for a distance of 314.24 feet; thence run North 85° 42' 44" West for a distance of 66.87 feet to the Point of Beginning.

EXHIBIT "B"

SITE PLAN

This site plan is intended solely to depict the location of the Leased Premises within the Shopping Center. Tenant acknowledges that the precise size and configuration of the Shopping Center and the Leased Premises may vary from that depicted on this site plan and waives all objections claims with respect thereto. Nothing herein should be construed as a representation as to the quality or quantity of Landlord's title to the Shopping Center and/or its surrounding areas and nothing herein should be construed as a representation as to the tenants in the Shopping Center.

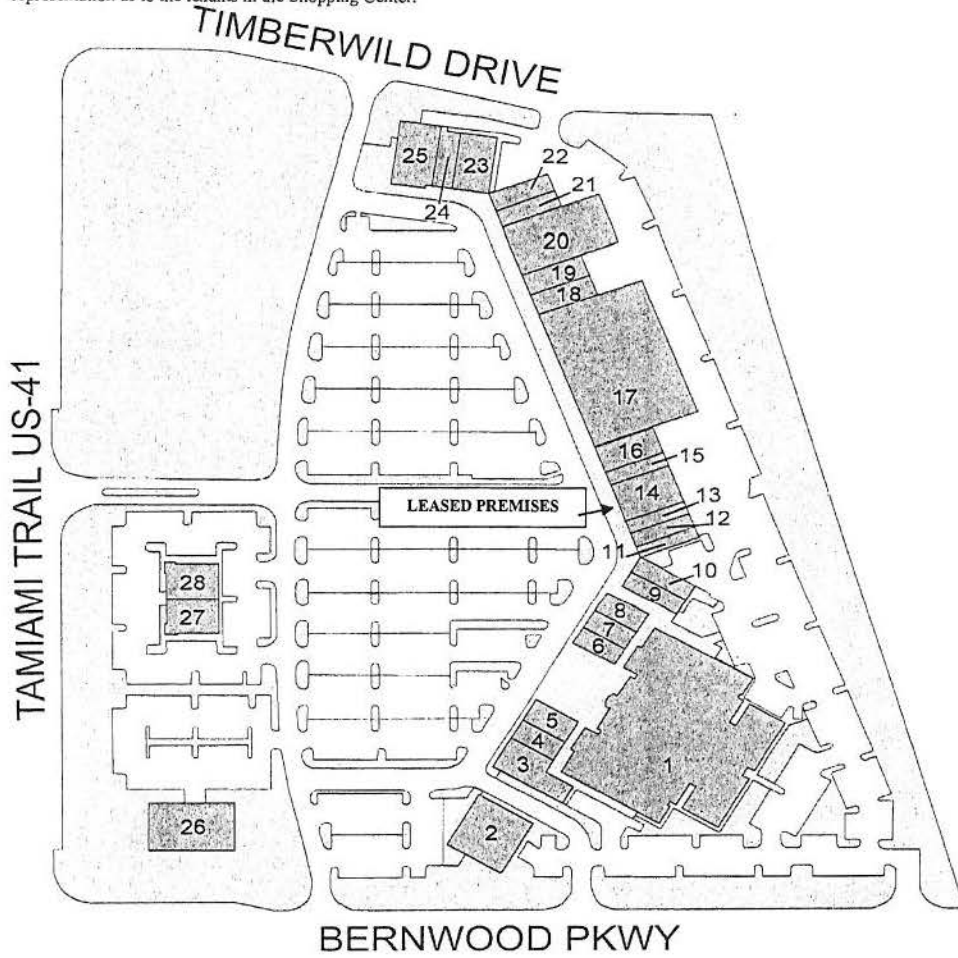


EXHIBIT "C"

CONSTRUCTION OF LEASED PREMISES

SECTION "A": INITIAL CONDITION OF THE LEASED PREMISES

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

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

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

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

Upon completion of Tenant's Work, Tenant shall obtain final releases of lien from all contractors, subcontractors and supplier, within ten (10) business days after completion of Tenant's Work.

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

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

SECTION "D": PROCEDURE

1. **Construction Manager:** The Construction Manager of Landlord's property manager shall be responsible for the review of Tenant's design drawings and final plans. All questions pertaining to the design and construction of the improvements and alterations in and to the Leased Premises and all plans submitted to Landlord shall be directed as follows:

ISRAM REALTY & MANAGEMENT, INC.
506 S. Dixie Highway
Hallandale, Florida 33431
Attention: Construction Manager
(954) 455-2822

2. **Tenant's Plans:** Tenant shall provide Landlord with two complete sets of plans and specifications for Tenant's Work for Landlord's review. These plans should include a reflected ceiling plans, interior layouts and finishes, plumbing, mechanical and electrical plans, and any other plans necessary or reasonably required by Landlord in connection with the review and approval of Tenant's Work. Landlord shall provide Tenant with written approval or disapproval to the plans within ten (10) business days of receipt of the plans by Landlord. If Landlord does not approve the plans, Landlord shall note the reasons for such disapproval and Tenant shall, within ten (10) business days after receipt of such disapproved plans, correct any deficiencies noted by Landlord and resubmit the revised plans to Landlord for Landlord's review. This procedure shall continue until such time as Tenant's plans are approved by Landlord. All Tenant's Work shall be performed in accordance with such approved plans.
3. **Cleaning of Leased Premises:** Tenant shall maintain the Leased Premises and surrounding areas in a clean and orderly condition during all construction and merchandising of the Leased Premises. Tenant shall promptly remove all unused

construction materials, equipment, shipping containers, packaging, debris and waste resulting from Tenant's construction of the Leased Premises.

4. **Violations:** In the event Tenant is notified of a violation of any applicable codes, ordinances, regulations, requirements, or guidelines in connection with Tenant's Work, either by the applicable governmental authority, Tenant shall immediately notify Landlord and Tenant shall correct such violation within ten (10) days after such notification of violation or sooner in the event of an emergency, but in no event not later than the deadline required by the applicable governmental authority.

EXHIBIT "D"

SIGN CRITERIA

Section I.

The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (any such designation of the store type shall be by general descriptive terms and shall not include any specifications of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs are not permitted.

Section II.

Landlord will provide an area on the sign band or canopy of appropriate size and location to Tenant's storefront if space is available. After having first obtained Landlord's written approval of Tenant's sign design, prepared in accordance with this criteria, Tenant will properly install a sign face in sign band. The letter style on all signs shall be shown on drawings submitted to Landlord for approval.

Section III.

The character, design, color and layout of all signs shall be subject to Landlord's prior approval.

Section IV.

Excepting the signs specified in Section VI (c) and (d) of this exhibit, no occupant shall install more than one (1) sign.

Section V.

All signs shall be in accordance with the following requirement:

(a) The sign lettering or any part thereof shall be located within the physical limits of the storefront of the Demised Premises and must remain at least eighteen (18") inches away from the lease lines where they meet the sign band.

(b) Except for those signs mounted on the mansards with Landlord's written approval, no sign or any part thereof shall be located on the roof of the Demised Premises.

(c) Sign style and lettering must have preliminary approval by Landlord before shop drawings are made. Tenant shall submit shop drawings of all proposed signage to Landlord for approval, showing the sizes of all letters and spacing, type of material, color and dimensions in relation to leasable area.

(d) No sign will be placed in final position without the written approval of Landlord. The general standard is that the top plane of the sign shall be in line with the other Tenant signage. All signs shall be fabricated and installed in compliance with all applicable codes.

(e) All signs shall be constructed of channel letters and mounted on a raceway. Raceway shall be constructed from extruded materials and shall contain all wiring connections, appropriate transformers, mounting brackets, wiring conduit and timer, all of which are to be hidden from view. Raceway shall not exceed 6" in height and 6" in depth.

Section VI.

The fabrication, installation and operation of all signs shall be subject to the following restrictions:

(a) All storefront signs must be internally illuminated and regulated by a timer.

(b) No flashing, moving, flickering or blinking illumination shall be permitted.

(c) No animation, moving lights or floodlight illumination shall be permitted.

(d) No painted or printed signs, except one (1) non-illuminated, small scale "Signature Sign" or "store hours" sign, which is lettered on the glass portion of the store of an occupant and provided such sign does not exceed three (3") inches in height. Also permitted are small credit card symbols.

(e) No outrigger signs, except one (1) identification sign located beneath the canopy in a location to be designated by the Landlord, and in accordance with Landlord's criteria for under canopy signs. Tenant must submit drawing of said sign to Landlord and obtain Landlord's written approval prior to installation of this, or any sign.

(f) No moving signs, rooftop signs, parapet signs, exposed neon or pylon signs.

Section VII.

At such time as Landlord prepares a new sign design plan for the Shopping Center, Tenant will remove its existing sign and install a new one to comply with such plan at Tenant's sole expense.

EXHIBIT "E"

RULES AND REGULATIONS

1. All deliveries to or from the Leased Premises shall occur only at such times, in the areas and through the entrances designated for such purpose by Landlord.
2. Tenant shall keep and maintain the Leased Premises in a clean and sanitary condition satisfactory to Landlord. Tenant shall also remove any garbage and refuse generated by Tenant or by the use of the Premises from all areas outside of the Leased Premises, including any common areas and loading areas. All garbage and refuse shall be kept inside the Leased Premises in the type of container specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse, including the cost of any garbage removal service provided or designated by Landlord. Tenant shall use any trash compactor that Landlord may elect to provide for the general use of Tenant or other tenants in a designated area of the Shopping Center. If any part of Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall provide refrigerated garbage containers at Tenant's expenses for the disposal of food scraps and refuse.
3. No radio or television aerials or other devices shall be erected on the roof or exterior walls of the Leased Premises or the Shopping Center without first obtaining Landlord's written consent, in each and every instance. Any aerial or device installed without such written consent shall be subject to removal at any time without notice by Landlord at Tenant's expense.
4. No loudspeakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
5. The plumbing facilities shall not be used for any purpose other than the purpose for which they were constructed and no foreign objects or substances of any kind shall be disposed of therein. All grease traps, if any, shall be installed and maintained in accordance with applicable law and in accordance with Landlord's requirements. The expense of any breakage, stoppage, or damage resulting from a violation of this regulation shall be borne by Tenant.
6. Tenant shall keep the Leased Premises free of rodents, insects and other pests and contract, at its expense, for termite and pest extermination services covering the Leased Premises, which shall be performed not less than semimonthly.
7. Tenant shall not burn any trash or garbage of any kind in the Leased Premises or the Shopping Center.
8. Tenant shall periodically clean all glass surfaces of the Leased Premises, including, without limitation, the exterior and interior partitions of all windows, doors and all other glass. At Tenant's expense, Tenant shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Shopping Center.
9. Tenant shall not solicit business or distribute advertising or promotional material in the common areas of the Shopping Center.
10. Tenant shall not take any action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruptions or dispute, or any interference with the business of Landlord or any other tenant or occupant of the Shopping Center or with the rights and privileges of any customer or either person(s) lawfully in and upon the Shopping Center, nor shall Tenant cause any impairment or reduction of the good will of the Shopping Center.
11. Tenant shall pay before delinquency all license fees, permit fees and any other charges of a similar nature required in order to lawfully conduct business in the Leased Premises.
12. Tenant shall use the Shopping Center name and logo, as either may be changed from time to time, in referring to the location of the Leased Premises in all newspaper, radio and television or other advertising.
13. Tenant shall store and/or stock in the Leased Premises only such merchandise as Tenant is permitted to offer for sale in the Leased Premises pursuant to the Lease.
14. Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Leased Premises, or utilize any unethical business practices or methods of operation.
15. Tenant shall not perform any act or carry on any practice which may damage, mark or deface the Leased Premises or any other part of the Shopping Center.
16. Tenant shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Shopping Center, except in such manner and in those areas in the Shopping Center as may be approved by Landlord in writing. All such equipment shall have rubber wheels only.
17. Tenant shall not place a load on any floor in the interior delivery system, if any, or in the Leased Premises, or in any area of the Shopping Center, exceeding the floor load that such floor was designed to carry, nor shall Tenant install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.
18. Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Landlord.
19. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others lawfully in or upon the Shopping Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

EXHIBIT "E"

RULES AND REGULATIONS – CONTINUED

20. Tenant shall not use or occupy the Leased Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Leased Premises, the Shopping Center and/or the neighborhood in which the Shopping Center is located.
21. Tenant shall not store, display, sell or distribute any alcoholic beverage or any dangerous materials (including without limitation fireworks) unless specifically permitted in the Lease.
22. Tenant shall not use or occupy the Leased Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or Tenant from obtaining at standard rates any insurance required or desired, invalidate or increase the cost to Landlord of any existing insurance, or which may cause structural injury to any building, constitute a public or private nuisance or violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary foreseen or unforeseen) of any governmental public or quasi-public authorities now existing or hereafter created having jurisdiction in the Leased Premises or the Shopping Center. Any increase in the cost of Landlord's insurance resulting from the type of merchandise sold by Tenant in the Leased Premises or resulting from Tenant's use of the Leased Premises (notwithstanding that such use may be a Permitted Use or that such use may have been consented to by Landlord) shall be paid by Tenant.
23. Tenant shall not operate any coin or token operated vending machine or similar device (including, without limitation, pay telephone, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other merchandise and/or commodities) within the Leased Premises or in any part of the Shopping Center, except in those areas of the Leased Premises designated for the sole and exclusive use of Tenant's employees.
24. Tenant shall not conduct business, display inventory or conduct any other business related activity on the sidewalk adjacent to the Leased Premises or in any other common area of the Shopping Center.
25. Tenant and its employees shall park in the employee parking areas as designated by Landlord.
26. Tenant shall keep its loading facilities, if any, and the sidewalks immediately adjoining the Leased Premises free from trash, litter and obstructions.
27. Tenant shall not permit any hazardous wastes or materials to be brought into the Leased Premises at any time or permit the release, disposal, dumping or storage of hazardous wastes or materials into the septic tanks, sewers or other waste disposal systems of the Shopping Center or anywhere in the Shopping Center.
28. If Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as Ansul) and shall regularly service such devices (except if otherwise provided by the Lease). If gas is used in the Leased Premises, Tenant shall install at its expense gas cutoff devices (manual and automatic).
29. No credit card signs, advertisements or hand lettered signs shall be placed outside of the Leased Premises. All interior signs visible from the common areas of the Shopping Center and all service door signs shall be professionally prepared and conform to standards of design established by Landlord from time to time for the Shopping Center.

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

EXHIBIT "F"

EXISTING TENANT EXCLUSIVES

[LANDLORD TO PROVIDE]

1. Italian-Mediterranean Restaurant.
2. Dental Office.
3. Dance Instruction Studio.
4. Sell of Hearing Aids.
5. Personal Training Studio.

GUARANTY AGREEMENT

The Prado at Spring Creek

THIS GUARANTY AGREEMENT is made and entered into this 7th day of April, 2017 in connection with that certain lease of even date herewith (which lease, as may have been modified, amended and/or supplemented in writing, is hereinafter called the "Lease" by and between ISRAM PRADO, LLC, a Florida limited liability company, as "Landlord", and BRIDGE CORNER CLUB LLC, a Florida limited liability company, as "Tenant".

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

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

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

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

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

Any notice or other communication to Landlord may be addressed to 506 South Dixie Hwy, Hallandale, Florida 33009, or such other address as may be designated by Landlord by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be when it is deposited in an official United States Mail receptacle, postage prepaid.

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

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

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

As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor agrees that in any action or proceeding brought on, under or by virtue of this Guaranty Agreement, Guarantor shall and does hereby waive trial by jury and the benefit of any statute of limitations defense, and Guarantor agrees that the applicable courts of Florida may have jurisdiction over Guarantor upon appropriate service on Guarantor anywhere in

the United States in a manner in accordance with the laws of Florida. Without limiting the foregoing, Guarantor hereby irrevocably appoints Tenant as Guarantor's agent for service of process related to this Guaranty Agreement.

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

Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any Court which may be asked to consider the matter. This Guaranty shall be effective for the full Lease Term, including any extensions or renewals thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES OF GUARANTOR ON FOLLOWING PAGE]

GUARANTOR:

MARY ELLEN LONG, a single woman

Mary Ellen Long
Mary Ellen Long
Social Security No: 420-44-7611
Drivers License No: 25-20-585-41-667-0
Notice Address:

(727) 267 2000

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by MARY ELLEN LONG, who is personally known to me or has produced Florida License as identification.

Sign: [Signature]
Print: Max Bondi
Title: Notary Public
My Commission Expires: 1/10/21
(Notarial Seal)

