

**IN THE COUNTY COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

Case No.: 2017-020761-CC-23

CRSJ, INC.,

Plaintiff,

vs.

A&S ENTERTAINMENT, LLC,

Defendants.

ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM

Defendant, A&S Entertainment, LLC ("A&S"), hereby answers and affirmatively defends against the Single Count Eviction Complaint for Possession, and counterses CRSJ, Inc., and states as follows:

ANSWER

1. Admitted that the action seeks possession of commercial property, but denied that Plaintiff is entitled to such relief. Admitted that the Court has subject matter jurisdiction.

2. Without knowledge.

3. Admitted.

4. Without knowledge.

5. Admitted that the parties entered into the Lease attached as an exhibit to the

complaint. The remainder of the paragraph is denied.

6. Denied as phrased. A&S had possession before the Lease.

7. No response is necessary as the document speaks for itself.

8. No response is necessary as the document speaks for itself.

3. The five-day notice attached to the complaint is defective. Although it cites the amount of \$801,874.91 as past due rents, Plaintiff also seeks to charge within that amount for beyond what has been paid and received.

2. At no time since 2012 has Plaintiff rendered invoices to A&S setting forth the amount supposedly due for the particular month, but has instead simply collected the rent check given by A&S. Accordingly, Plaintiff is estopped from claiming any amount due above and

1. Since April of 2012, A&S has paid its rent payment each and every month and Plaintiff has accepted same without protest or objection. Indeed, Plaintiff's representative promptly visits A&S's representative's office on or about the 1st day of each month to pick up the rent check. As a result, Plaintiff has waived any claim for past due rents.

AFFIRMATIVE DEFENSES

17. No response is necessary as the paragraph does not contain any allegation.
any past due rents that may be due.

16. Denied. The purported five-day notice improperly sought amounts in addition to

15. Denied.

14. Without knowledge.

Denied that A&S is obligation to pay any attorneys' fees to Plaintiff.

13. Admitted that the Lease contains a prevailing party attorneys' fee provision.

12. Denied.

11. No response is necessary as the document speaks for itself.

denied.

10. Admitted that the five-day notice was served. The remainder of the paragraph is

9. Denied.

action styled CRSJ, Inc. v. A & S Entertainment, LLC, Miami-Cade County Court Case No. 11-

3. The Lease was the result of earlier litigation between the parties in that certain

the complaint in this action and also attached hereto as Exhibit 1.

2. This counterclaim seeks reformation of the Lease that is attached as Exhibit A to

complaint.

1. The Court has personal jurisdiction over the parties as per the allegations of the

COUNTERCLAIM

finance charges which are grossly exaggerated and which constitute illegal usury.

\$801,874.91 demonstrates that much of the amounts contained therein constitute late charges and

7. A review of Plaintiff's purported calculations giving rise the amount of

wholly inconsistent with the terms of the Lease and are outright fraudulent.

A review of Plaintiff's purported calculations reflects that the entries comprising that amount are

five-day notice and in the complaint (i.e., **\$801,874.91**) are grossly exaggerated and fraudulent.

6. Even if there was past rent due (which A&S denies), the amounts contained in the

portion of the claim is barred by the statute of limitations.

5. To the extent that the action seeks rents which predate December 11, 2012, that

made monthly payment of \$40,000 and more since April 1, 2012.

15-year lease to commence April 1, 2012 for the sum of \$40,000 per month. A&S has in fact

Pursuant to the terms of that judgment, the parties agreed to enter into (and the Court ordered) a

CRSJ, Inc. v. A & S Entertainment, LLC, Miami-Cade County Court Case No. 11-30316 CC 23.

December 21, 2011, a Final Judgment was entered in another action between the parties styled as

4. A&S has paid (and, in fact, has overpaid) the appropriate amount of rent due. On

items that are not past due rent.

30316 CC 23. Pursuant to the terms of that judgment, the parties agreed to enter into (and the Court ordered) a 15-year lease to commence April 1, 2012 for the sum of \$40,000 per month. A copy of the judgment is attached hereto as Exhibit 2.

4. Following the entry of the judgment, Plaintiff prepared the Lease form that is attached as Exhibit 1.

5. Consistent with the Final Judgment, the Lease provides that the monthly rent shall be \$40,000.

6. It then provides, however, that the rental payments shall increase "four [sic] (5%) per annum" See Lease at §§ 1.1 & 1.2.

7. The provision for the annual increase is clearly a mutual mistake.

8. First, it is inconsistent with the agreement actually negotiated and embodied in a court order through the Final Judgment attached hereto as Exhibit 2.

9. Second, the rent increase provision has an internal contradiction in and of itself.

The written portion says "four" while the numerical portion says "5."

10. The parties never intended to have rent increase provisions and the inclusion of the inconsistent provision is a result of mutual mistake.

11. As a result of the foregoing, equity dictates that the Lease reformed to eliminate the rent increase provision in section 1.2.

WHEREFORE, A&S Entertainment, LLC respectfully demands judgment reformatting the lease as set forth above in this counterclaim, and for such other relief as the Court deems proper.

DEMAND FOR ATTORNEYS' FEES

Pursuant to section 35 of the Lease, A&S demands entry of an award of attorneys' fees and costs in its favor.

Judicial Administration.

I HEREBY CERTIFY that on this 21st day of December, 2017, I electronically filed the foregoing document with the Clerk of Court using the Florida Courts E-Filing Portal. I also certify that the foregoing document is being served this day on all counsel of record and interested parties in the manner identified on the below Service List, via transmission generated by the Florida Courts E-Filing Portal or by U.S. Mail, pursuant to Rule 2.516, Florida Rules of

CERTIFICATE OF SERVICE

By: /s/ Juan C. Martinez
Juan C. Martinez, Esq.
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 Juan C. Martinez, Esq.
 Florida Bar No.: 009024
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and

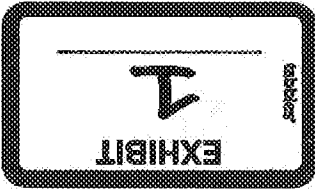
By: /s/ Elias R. Hiral
Elias R. Hiral, Esq.
 Florida Bar No. 60337
 Elias R. Hiral, Esq.
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Respectfully submitted,

Service List:

Melissa Groisman, Esq.
Eduardo I. Rasco, Esq.

/s/ Juan C. Martinez
Juan C. Martinez, Esq.
Florida Bar No. 9024



1.4 Security Deposit: As security for prompt, faithful, full and complete performance by tenant of all its obligations under this lease during the lease term and any renewals thereof, upon execution of the lease, Tenant shall pay a security deposit of \$80,000.00. This deposit does not bear interest unless and except required by law. Security deposit to be returned to Tenant at expiration of

1.3 Commencement Date: The date on which Lessee takes possession or occupies any portion of the Premises.

1.2 Additional Rent and Increase: Rental payments shall increase four (5%) per annum for the entire term of this lease beginning with year two. The Lessee shall pay all expenses of the property, including sales tax (currently 7%) in the amount of \$2,800.00 per month. Maintenance, repairs, replacements, licenses and all other such expenses. All expenses shall be the sole responsibility of Lessee. The Lessee shall also pay any and all applicable sales and use taxes on the base and additional rent.

1.1 Base Rent: Monthly rent shall be paid as follows: \$40,000.00 payable monthly Gross plus sales tax.

1. DEFINITIONS. Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

The term of the "business lease" between the Lessor and Lessee is for fifteen (15) years beginning on the 1st day of April, 2012, and ending the last day of March, 2027. It is the desire of the parties to execute this Lease, and continue to conduct their relationship in connection with the premises described below in accordance with the terms and conditions contained herein.

See Exhibit "A" to this Lease Agreement

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Premises described as 250 NE 183rd Street, Miami, Florida 33179, situated in Miami-Dade County, Florida, legally described as follows:

WITNESSETH:

THIS LEASE ("Lease") dated March 1, 2012, is made by and between CRSJ, Inc., (the "Lessor"), a Florida Corporation and A & S ENTERTAINMENT, LLC, (the "Lessee"), a Florida Limited Liability Company.

COMMERCIAL LEASE

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2. USE/COMPLIANCE. Lessee shall use the Premises solely for the Permitted Purpose, and for no other purpose whatsoever. The foregoing is a material consideration to Lessor in entering into this Lease. Lessee shall not do, bring, keep or permit to be done in, on or about the Premises, nor bring, keep or permit to be brought therein, anything which is prohibited by, or will, in any way conflict with any Governmental Requirement or cause a cancellation of any insurance policy covering the Premises. Lessee shall not knowingly do or permit anything to be done in, on or about the Premises for any improper, immoral, or unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance in, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Lessee shall promptly comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes and environmental laws and

1.11 Termination Date: March 31, 2027.

Hereafter, all references to the "Term" of this Lease shall be deemed to be a reference as well to such additional periods of time, if any, for which the Term may be extended. The Term shall be from April 1, 2012 through March 31, 2027.

1.10 Term: That time period between the Commencement Date and the Termination Date.

1.9 Rent Commencement Date: The Rent Commencement Date shall be April 1, 2012.

1.8 Permitted Purpose: To operate a nightclub (the "Business").

See Exhibit "A" attached hereto.

legally described as follows:

1.7 Premises: 250 NE 183rd Street, Miami, Florida, located in Miami-Dade County, and

adopted, promulgated, entered, or issued applicable to the Premises. regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or requirement of any Governmental Authority now existing or hereafter enacted,

1.6 Governmental Requirement: Any law, enactment, statute, code, ordinance, rule

of same.

1.5 Governmental Authority: Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any

lease less any outstanding bills, subject to leased space being returned in acceptable condition. The Liquor License shall be pledged as Security Deposit shall be held by CR&J, Inc. and may not be moved or transferred until released by landlord after the termination of the lease and property returned to Landlord.

regulations) and insurance Underwriters, and any other authority or organization exercising similar functions, affecting the Premises. Tenant shall open the whole of the Premises for business to the public, fully fixtured, stocked and staffed within ten (10) days of the Commencement Date, as hereinabove defined. The Tenant shall continuously, actively and diligently carry on the business specified in Section 1.8 on the whole of the Premises during the Term, except when prevented from doing so by force majeure. The Lessee acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to the Lessor. The Lessee acknowledges that the Lessor is executing this Lease in reliance thereupon and that the same is a material element inducing the Lessor to execute this Lease.

3. RENT.

3.1 The term "Rent" as used in this Lease, shall include the Base Rent, and all other items, costs and expenses identified herein as "Additional Rent", together with all other amounts payable by Lessee to Lessor under this Lease. Beginning on the Rent Commencement Date, Lessee shall pay each monthly installment of Rent and "Additional Rent" plus all sales taxes from time to time imposed by any Governmental Authority in connection with rents paid by Lessee under this Lease), in advance on the first calendar day of each month during the Term. Monthly installments for any fractional calendar month, at the beginning or end of the Term, shall be prorated based on the number of days in such month which fall during the Term. Lessee shall pay all Rent, without demand, deduction or set off, to Lessor by way of wire transfer to Lessor's account at Bank Atlantic, to: CRSJ, Inc., Account number 0066831825, ABA number 267083763. Lessee also shall pay a late charge ("Late Charge") equal to ten percent (10%) of the amount of any delinquent installment of Rent as an administrative fee with each payment of Rent not paid within five (5) days after same is due hereunder. The provisions herein for a Late Charge shall not be construed to extend the date for payment of any sums required to be paid by Lessee hereunder or to relieve Lessee of its obligations to pay all such items at the time or times herein stipulated. Notwithstanding the imposition of such Late Charge pursuant to this Section, Lessee shall be in default under this Lease if any or all payments required to be made by Lessee are not made at the time herein stipulated, and neither demand nor collection by Lessor of any such Late Charge shall be construed as a cure for such default on the part of Lessee.

The prompt payment of the Rent for the premises upon the dates named herein, and the good faith and commercially reasonable compliance with the terms and conditions stated within this lease, and which are hereby made a part of this covenant, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of this lease, shall at the option of the Lessor, work a forfeiture of this contract, and all of the rights of the Lessee hereunder. In such event, the Lessor shall have the option of accelerating the balance of the rent due under the term of this Lease.



5. SECURITY INTEREST The Lessee hereby grants to the Lessor a security interest in all furniture, fixtures, inventory, and all other tangible personal property or the proceeds therefrom belonging to the Lessee and what shall or may be brought or put upon the premises leased hereunder and in all accounts receivable of the Lessee, as security for the payment of rent and all other obligations of the Lessee hereunder. The Lessee agrees that this security interest, at the Lessor's option may be enforced as provided herein or otherwise pursuant to law, or in the manner provided by the Uniform Commercial Code. For the purposes of perfecting the security interest, the parties hereto agree that this lease shall constitute a security agreement pursuant to the Uniform Commercial Code, and the Lessee agrees to execute such financing and continuation statements as may be requested from time to time by the Lessor, and, in the alternative, the Lessee does hereby irrevocably appoint the Lessor as attorney in fact for the Lessee with the full power and authority, without notice to the Lessee, to execute one or more financing statements or continuations thereof in the name of the Lessee, and such other instruments as may be necessary to perfect the security interest of the

4. CONSTRUCTION/CONDITION OF PREMISES. The Premises are leased "AS-IS".

3.3 As an inducement to Lessor making this lease for the Premises, the undersigned, jointly and severally, individually guarantees to Lessor, Lessor's successors and assigns, the full performance and observance of all provisions therein provided to be performed and observed by Lessee. The undersigned further agrees that this Guarantee shall remain and continue in full force and effect as to any renewal, modification, or extension of this lease, regardless of actual occupancy of the premises.

3.2 For purposes of this Lease, "Real Estate Taxes" shall include any form of real estate tax or assessment, general, special, or extraordinary and any license fee, commercial rental tax, improvement bond(s), levy or tax (other than inheritance, personal income or estate taxes) imposed on the Land and Building from time to time by any Governmental Authority. Lessee shall also pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Lessee's personal property installed or located in or on the Premises. Further, Lessee shall, upon request, deliver to Lessor paid tax receipts evidencing Lessee's timely payment of all taxes assessed upon Lessee's personal property. If so, Lessee has the right to appeal.

If the Lessee shall abandon or vacate the premises before the end of the term of this lease, or shall otherwise breach this lease, the Lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the Lessee and retel the premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent hereof, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by the Lessor over and above the expenses to Lessor in such re-letting, the Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of demand

10.1 Lessee, at its sole cost and expense, shall, throughout the Term, procure and maintain (a) commercially available hazard/windstorm insurance insuring all the improvements and all tangible property in the premises with coverage of no less than the maximum insurable value, (b)

10. INSURANCE: INDEMNITY.

9. MAINTENANCE BY LESSOR. Lessor shall have no maintenance obligation with respect to the Premises.

8. MAINTENANCE BY LESSEE. Except as set forth below, Lessee shall, at its sole cost and expense, maintain all of the Premises, including, but not limited to, all sprinkler systems (if any), air conditioning, interior and walls, windows, doors, and all portions of the Premises in good, safe, functional and sanitary order, condition and repair. Lessee shall, at its sole cost and expense, keep and maintain all utilities, fixtures, mechanical, air conditioning, electrical and plumbing systems and equipment located in, on or about the Premises. Lessee shall not store any trash, merchandise, crates, pallets or materials of any kind outside the building in violation of Governmental Requirements. All trash shall be kept in designated containers which are subject to Lessor's approval, which approval shall not be unreasonably withheld or delayed. It is the intention of all parties to this Lease that it be a "net lease" and that Lessee shall pay, in addition to Rent, all costs and expenses of the Premises not personal to Lessor, including all taxes, maintenance and repair expenses.

7. UTILITIES. Lessor shall not be required to pay any fees, costs, or expenses associated with the use of any facilities or services of any kind whatsoever such as, but not limited to, water, sewers, telephone, refuse removal, or electricity, all of which shall be the responsibility of Lessee, at its sole cost and expense.

6. PREPAID RENT; DEPOSIT. A security deposit of \$80,000.00 and the liquor license BEV 23-01971 is to be paid to Lessor upon the execution of this lease. Any and all security deposits paid by the Lessee may be commingled with other funds of the Lessor, and shall not bear interest. Such security deposit shall be returned or credited within 30 days after the termination of the lease, and upon the Lessor determining that Lessee owes nothing further under the lease, whether for rent, repairs or otherwise. Lessee further acknowledges that the Deposit is not to be construed as prepaid Rent by Lessee for the last rental period of the Term. 1 Lessee initials.

Lessor. In the event the Lessor shall cause a levy, execution or foreclosure upon the premises, and the property therein, the Lessee shall hold the Lessor harmless of and from all liability as a result of any otherwise lawful levy of attachment or foreclosure upon any personal property brought upon the premises which does not in fact belong to the Lessee, and for the protection of the Lessor. This Paragraph shall be in addition to any remedies available to the Lessor pursuant to Paragraph 19 herein. The Lessor may elect to proceed with any and all remedies available pursuant to Paragraph 19 and this Paragraph.

11. **WAIVER OF SUBROGATION.** Lessee and Lessor release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the Premises (whether due to the negligence of either party, their agents, employees, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds.

10.3 Lessee, as a material part of the consideration to be rendered to Lessor, hereby agrees that it will indemnify Lessor and save it harmless from and against any and all claims actions, damages, liability and expense in connection with loss of life, personal injury and or damage to property arising from or out of any occurrence in, upon or at the Premises and the Land, or the occupancy or use by Lessee of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, employees, licensees, invitees, third persons in or about the Premises. In case Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all reasonable and necessary costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. In addition, Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for personal injury or death, property damage or other loss to Lessee, its agents, employees, licensees, invitees or third persons in or about the Premises and the Land from any cause, except Lessor's negligence, arising at any time. Notwithstanding anything to the contrary in this Section, the amounts of insurance required of Lessee shall not be construed in any manner whatsoever so as to limit Lessee's liability hereunder and Lessee's indemnification and holding harmless of Lessor shall survive the termination of this Lease.

10.2 Lessee's insurance policies shall contain endorsements requiring thirty (30) days notice to Lessor prior to any cancellation or any reduction in amount of coverage. Lessee shall deliver to Lessor, a certificate or certificates evidencing such insurance acceptable to Lessor, and Lessee shall upon the expiration of such policies, deliver to Lessor certificates of insurance evidencing the renewal of such policies.

10.1.1 Worker's Compensation Insurance in at least the statutorily required amounts;

general liability insurance with limits of no less than \$500,000.00 per person and \$1,000,000.00 per incident, and (c) plate glass insurance, if available, regardless of cost. All such insurance shall show the Lessor as an additional insured. Failure to comply with this section at any time during the Term shall be a material breach of this Lease. Tenant will provide, within two (2) weeks of receipt of any written demand from Lessor, a copy of any documents available to establish such payment of insurance, and to further establish the validity and effectiveness of said insurance, including providing an Affidavit of Insurance, or original certificate of insurance. Failure to provide same within thirty (3) days of request shall constitute a material breach of the lease. All such insurance shall name the Lessor as an additional insured.

Lessee and Lessor agree that all policies of insurance obtained by either of them in connection with the Premises shall contain appropriate waiver of subrogation clauses.

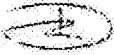
9. **REPAIRS.** If Lessee fails to make and maintain the Premises in accordance with all Governmental Requirements, rules, regulations and requirements, and such failure continues for fifteen (15) days after written notice from Lessor, so long as repair within this time frame is commercially reasonable and is conducted with reasonable diligence, Lessor may deem this failure as a material breach of the lease, and Lessee may, at its option, deem this failure as a breach of the lease and may evict Lessee from the premises.

13. All work performed by Lessee shall be done: (a) in a good and workmanlike manner, (b) with materials of the quality and appearance comparable to those in the Building, (c) in compliance with all Governmental Requirements, and (d) by contractors or mechanics fully licensed by all applicable Governmental Authorities.

14. **ASSIGNMENT, SUBLIETING, SUBLETTING.** Except as otherwise provided herein, Lessee shall not assign this lease, nor sublet the premises, or any part thereof, or use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee except movable office furniture, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease. The transfer or a controlling interest in the shares of the Lessee shall constitute an assignment hereunder.

14.1 Lessee may not assign this Lease in connection with a sale of the Business operated on the Premises without the prior written consent of the Lessor.

15. **LIENS.** Notwithstanding any provision of this Lease to the contrary, Lessee shall have the power to subject the interest of Lessor in the Premises or Building to any mechanics' or materialmen's liens or liens of any kind nor shall any provision in this Lease ever be construed as empowering Lessee to encumber or cause Lessee to encumber the title or interest of Lessor in the Premises or Building. In order to comply with the provisions of Section 713.10 Florida Statutes, it is specifically provided that neither Lessee nor anyone claiming by, through or under Lessee, including but not limited to contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any kind of lien whatsoever upon the Premises or Building or any improvement thereon, and any such liens are specifically prohibited. All parties with whom Lessee may deal or put on notice that Lessee has no power to subject Lessor's interest to any claim or lien of any kind or character, and all such persons so dealing with Lessee must look solely to the credit of Lessee, and not to Lessor's interest or assets. Lessee shall put all such parties with whom Lessee may deal on notice of the terms of this Section. If at any time a lien or encumbrance is filed against the Premises or Building as a result of Lessee's work, materials or obligations, Lessee shall promptly discharge



19. LESSEE'S DEFAULT.

18. SIGNS. Lessee may install its sign or signs on the Premises, provided it does so in compliance with Governmental Requirements, including, without limitation, all requirements imposed by Dade County or any other governmental entity, and all restrictions of record.

17. DESTRUCTION OF PREMISES. If the Premises or the Building shall be destroyed by fire or other cause, or be so damaged thereby that they are untenable and cannot be rendered tenable within a reasonable time from the date of such damage, considering the extent of the damage, this Lease may be terminated by Lessor by written notice given to Lessee within forty-five (45) days after the event causing such untenability in which event rent shall cease as of the date of such untenability and both parties shall be relieved of all further liability hereunder accruing after the effective cancellation date. Lessee may dispute Lessor's determination, in writing, within thirty (30) days. If the damage or destruction is not sufficient to permit a termination of the Lease as above provided, a proportionate reduction shall be made in the rent herein reserved corresponding to the time during which, and applicable to the portion of the Premises of which, Lessee shall be deprived of possession. The decision of a licensed architect or engineer hired by Lessor and certified in writing to Lessor and Lessee shall conclusively be deemed binding on the parties as to: (i) whether the Premises or Building are rendered untenable, (ii) whether the Building or Premises can be rendered tenable within a reasonable time, (iii) the percentage of the Premises rendered untenable and the resulting percentage by which rent and other charges hereunder should abate during the period of untenability, (iv) the date upon which the Premises are restored to tenability. In no event shall Lessor be liable to Lessee for any damages resulting to Lessee from the happening of such fire or casualty or from the repairing or reconstruction of the Premises, or from the termination of this Lease as herein provided, nor shall Lessee be relieved thereby or in any such event from the Lessee's obligations hereunder except to the extent and upon the conditions expressly stated in this Section. If the Premises is determined to be untenable, any option to purchase the property will immediately vest, and Lessee will have the right to purchase the Property under the terms and conditions set forth in any option to purchase.

16. ACCESS. Lessee shall permit Lessor to enter the Premises at all reasonable times with reasonable notice for the purposes of inspecting, repairing and/or simply observing the Premises and efforts so as to minimize any inconvenience to or disruption of Lessee. Lessor shall use reasonable

amount equal to one hundred fifty percent (150%) of the amount of any such lien or encumbrance, to be held by Lessor (without interest to Lessee, except as may be required by law) until any such lien or encumbrance is discharged, failure to comply with this section is a Material breach of this Lease. said lien or encumbrance, and if said lien or encumbrance has not been removed within ten (10) days from the date Lessee receives written notice of same, Lessee agrees to deposit with Lessor cash in an

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19.2.3 Enter the Premises and re-let the same or any part of the Premises in the name of Lessor, or otherwise, as Lessee's agent, for a term shorter or longer than the balance of the Term, and may grant concessions or free rent in connection therewith, thereby terminating Lessee's right to possess the Premises, without terminating Lessee's obligations to pay the entire balance of all forms

19.2.2 Apply the Deposit against the balance of all forms of Rent and Additional Rent due under this Lease;

19.2.1 Declare the entire balance of all forms of Rent and Additional Rent due under this Lease for the remainder of the Term to be due and payable and may collect the then present value of the same (calculated using a discount equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) by distress or otherwise;

19.2 Notwithstanding the aforementioned, Lessor, in its sole discretion, may, at any time after Lessee's default or violation of any material term, covenant or condition contained herein which is not cured:

19.1 All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute an "Event of Default" under this Lease by Lessee: (i) Lessee shall fail to make timely payment of any monthly installment of Rent, Additional Rent, or any other charges hereunder in the amount as herein provided and continues to not pay any monies due for five (5) days (including Saturdays, Sundays, and holidays) after notice is sent to Lessee; (ii) Lessee shall violate or fail to perform any of the other terms, covenants or conditions herein made by Lessee, and such violation or failure shall continue for a period of ten (10) days after written notice thereof to Lessee by Lessor or, if such violation or failure shall reasonably require longer than ten (10) days to cure, if Lessee shall fail to commence to cure same within ten (10) days after receipt of notice thereof and continuously prosecute the curing of the same to completion with due diligence; (iii) Lessee shall make a general assignment for the benefit of its creditors or shall file or have filed involuntarily against Lessee, a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (iv) a proceeding is filed against Lessee seeking any relief mentioned in (iii) above and said proceeding is not discharged within forty-five (45) days of the filing thereof; (v) a trustee, receiver or liquidator shall be appointed for Lessee on a substantial part of its property; or (vi) Lessee shall mortgage, assign or otherwise encumber its leasedhold interest other than as specifically permitted under this Lease; or Lessee allows the Business to be closed for a period of more than 90 days (other than during periods of approved maintenance and construction); or (vii) if tenant shall cease doing business as a going concern, Landlord has the right to enter the premises and open for business to protect the integrity of the licenses.

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19.5 In addition to the Late Charge, any payments required to be made by Lessee under the provisions of this Lease not made by Lessee when and as due shall, from the date when the particular amount became due to the date of payment thereof to Lessor, bear interest at the rate of eighteen percent (18%) per annum or the maximum lawful rate of interest allowed by law (whichever is lower). Notwithstanding anything to the contrary in this Lease, Lessee does not intend or expect to pay, nor does Lessor expect to charge, accept, or collect any Rent, Late Charge or interest which collectively would be greater than the highest legal rate of interest which may be charged under the laws of the State of Florida.

19.4 Lessee agrees, that if it shall at any time, fail to make any payment or perform any other act on its part to be made or performed under this Lease, Lessor may, but shall not be obligated to, and after reasonable notice or demand and without waiving, or releasing Lessee from any obligation under this Lease, make such payment or perform such other act to the extent Lessor may deem desirable, and in connection therewith, to pay expenses and employ counsel. All sums so paid by Lessor and all expenses in connection therewith, together with interest thereon at the highest rate of interest per annum allowed by law from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of the next installment of Rent thereafter becoming due and Lessor shall have the same rights and remedies for the non-payment thereof, or of any other Additional Rent, as in the case of default in the payment of Rent.

19.3 Any and all property which may be removed from the Premises by Lessor, pursuant to the authority of this Lease or of law, to which Lessee is or may be entitled, may be handled, removed or stored by Lessor at the sole risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Lessee not removed from the Premises or taken from storage by Lessee within thirty (30) days after the end of the Term or of Lessee's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Lessee and may either be retained by Lessor as its property or may be disposed of in such manner as Lessor may see fit in its sole discretion.

19.2.4 Terminate this Lease and any right to purchase the premises and retake possession of the Premises.

of Rent and Additional Rent for the remainder of the Term, plus repairs and expenses (including, but not limited to, the expenses of obtaining possession, brokerage expenses, Lessee work modifications, legal fees, and decorating expenses) in connection therewith. Lessor shall use reasonable efforts to re-let the Premises. However, Lessor's failure to do so, or failure to collect rent on re-letting, shall not affect Lessee's liability under this Lease;

21. HOLDOVER TENANCY. If Lessee shall hold over after the expiration of the Term, at Lessor's option, Lessee may be deemed to be occupying the Premises as a Lessee from month to month, which tenancy may be terminated by fifteen (15) days notice. During such tenancy, Lessee agrees to pay to Lessor, in the same manner as required under this Lease, monthly in advance, Rent in an amount equal to three hundred fifty percent (350%) of the monthly installment of Rent which was payable on the last day of the Term, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions herein specified. If Lessor re-lets the Premises (or any portion(s) thereof) to a new Lessee and the term of such new lease commences during the period for which Lessee holds over, Lessor shall be entitled to recover from Lessee any and all costs, legal expenses, attorney's fees, damages, loss of profits or any other expenses incurred by Lessor as a result of Lessee's failure or inability to deliver possession of the Premises to Lessor when required under this Lease.

20. QUIET ENJOYMENT. If and so long as Lessee pays all Rent and keeps and performs each and every term, covenant and condition herein contained on the part of Lessee to be kept and performed, Lessee shall quietly enjoy the Premises without hindrance by Lessor.

19.8 The Lease will be cross-collateralized by the Security Agreement on the 4 COP Liquor License Number BEV 23-01971, and a default in this lease will be considered a Material Default in the Security Agreement, and Vice Versa.

19.7 In the event of any material default under the terms of this Lease, the Lessor shall have the right to terminate this lease, in which event Lessee shall forfeit all deposits, rent or additional rent and any other payments that were made in connection with the leasing or purchasing of the premises, including any payments on the liquor license. Any material default under any of the agreements shall constitute a default under all of the agreements.

19.6. In the event of a breach or threatened breach by either party of any of the terms, covenants and conditions of this Lease, both parties shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude either party from any other remedy, in law or in equity. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee's being rightfully evicted or disposed of for any good cause, or in the event of Lessor's obtaining possession of the Premises, by reason of the violation by Lessee of any of the terms, covenants or conditions of this Lease or otherwise. Notwithstanding the aforementioned, the prevailing party shall pay all and singular the costs, charges, expenses, and attorneys' fees, reasonably incurred or paid at any time by the prevailing party, and continuing through all litigation, appeals and any post-judgment execution efforts until fully satisfied, because of the failure of said party to perform, comply with and abide by each and every of the terms, covenants and conditions of this Lease.

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Mail service shall be deemed effective upon the earlier of either seventy-two (72) hours after deposit in the U.S. mail in accordance herewith or upon receipt or refusal to accept receipt by a reputable courier service. Notices sent by facsimile transmission which are received by 4:00 p.m. (in the addressee's time zone) shall be deemed delivered as of the date of such transmission, provided that an original copy of such transmission is delivered to the addressee by a nationally utilized overnight courier service on the day following such transmission. Either party by written notice to the other may designate additional parties to receive copies of notices sent to it. Such designees may be changed by written notice. Either party may at any time, in the manner set forth for giving notice to the other, designate a different address to which notices, communication and statements to it shall be sent.

For Lessee: A & S Entertainment, LLC
250 NE 183rd Street
Miami, Florida 33179
Fax #:
With copy to:

For Lessor: James D. Fulford
320 N.E. 183 Street
Miami, Florida 33179
Fax #: 305-621-2294
With copy to:

23. **NOTICES.** All notices, communications and statements required or permitted under this Lease shall be in writing, delivered in person or sent by United States Registered or Certified Mail, return receipt requested, with postage prepaid, or Express Mail or Federal Express (or other similar courier service having a delivery system which provides for or makes available a signed receipt of delivery) or posted, or by facsimile transmission (provided an original copy is thereafter provided in the manner stated in this Section below) addressed to the parties as follows:

22. **AMENDMENT; WAIVER; APPROVAL; CONSENT.** This Lease and its attachments constitute the entire agreement between the parties. This Lease shall not be amended or modified except in writing signed by both parties. Failure of Lessor to exercise any of its rights in one or more instances shall not be construed as a waiver of Lessor's right to strict performance of such rights or as to any subsequent breach of any such rights. Wherever this Lease requires either the Lessor's consent or approval, such consent or approval shall only be deemed given when in writing and, unless set forth expressly to the contrary.



29. SUCCESSORS AND ASSIGNS. All terms, conditions to be observed and performed by Lessor and Lessee hereunder shall be applicable to and binding upon their respective heirs,

28. TIME. Time is of the essence of this Lease with respect to Lessee's obligations hereunder and applies to all terms, covenants, and conditions contained herein with respect to Lessee's obligation hereunder. All "days" set forth in this Lease shall be deemed to be "calendar days" unless specifically stated to the contrary. If the first day of any month falls on a Sunday, the next calendar day shall be deemed "the first of the month."

27. SEVERABILITY. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms, covenants and conditions to the fullest extent permitted by law. If any term, covenant or condition hereof shall be invalid or unenforceable, the parties agree that such term, covenant or condition shall be stricken from this Lease, the same as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term, covenant or condition of this Lease, and the remaining terms, covenants or conditions hereof shall continue in effect to the fullest extent permitted by law, the same as if such stricken term, covenant and condition never had been contained herein.

26. ACCORD AND SATISFACTION. No receipt and retention by Lessor of any payment tendered by Lessee in connection with this Lease shall give rise to or support or constitute an accord or satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise), unless Lessor expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Lessor. Lessor may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Lessee to the contrary. Lessor will be entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection therewith, in such amounts and in such order as Lessor may determine in its sole discretion.

25. LIMITATION OF LESSOR'S LIABILITY. The term "Lessor" as used herein shall mean the officers, directors, agents, shareholders, affiliates, and assigns of the Lessor. The obligations of Lessor under this Lease do not constitute personal obligations of Lessor or the individual partners, shareholders, directors, and officers, and Lessee shall look solely to Lessor's then existing interest in the Premises, and to no other assets of Lessor, for satisfaction of any liability in respect of this Lease, and will not seek recourse against the individual partners, shareholders, directors, officers, or any of their personal assets for such satisfaction.

24. SCHEDULES: EXHIBITS. All schedules, exhibits and typewritten riders, if any, attached or added hereto are made a part of this Lease by reference and the terms, covenants, and conditions thereof shall control over any inconsistent provisions in the Sections of this Lease.

administrators, executors, and permitted successors and assigns. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

30. CAPTIONS AND SECTION NUMBERS. The captions and section numbers are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease. It is understood and agreed that verbs and pronouns in the singular number are uniformly used throughout this Lease regardless of gender, number of the parties hereto.

31. AUTHORITY. The persons executing this Lease, do hereby covenant and warrant that their respective entities are duly authorized to transact business, are in good standing and existing, that they are qualified to do business in the State of Florida, Lessor and Lessee have full right and authority to enter into this Lease, and that the persons signing on behalf of the parties are authorized to do so.

32. APPLICABLE LAW. This Lease shall be construed according to the laws of the State of Florida. Should any provision of this Lease require judicial interpretation, it is agreed by the parties hereto that the court interpreting or construing the same shall not apply a presumption that any such provision shall be more strictly construed against the party who itself or through its agent prepared the same, as all parties have participated in the preparation of the provisions of this Lease and that all terms, covenants and conditions were negotiable. This Lease was drafted and negotiated with the input and assistance of both Lessor and Lessee, as well as both their legal counsel.

33. BROKER INDEMNIFICATION. As part of the consideration for the granting of this Lease, Lessor and Lessee represent and warrant to each other that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease on their respective behalf.

34. Intentionally Left Blank.

35. ATTORNEYS FEES. If either party herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs, including, but not limited to reasonable attorney's fees, including all appeals, from the non-prevailing party.

36. LESSOR'S DEFAULT. Should Lessor be in default under any of the terms, covenants or conditions of this Lease, Lessee shall give Lessor prompt written notice thereof, and Lessee shall allow Lessor a reasonable length of time in which to cure such default, which time shall not, in any event be less than thirty (30) days from the date of Lessor's receipt of such notice. If the default cannot be cured within such thirty (30) days, no event of default shall be deemed to have occurred so long as Lessor shall commence the curing of such default within the thirty (30) day period and shall thereafter diligently continue the curing of same. In the event Lessor fails to cure any such default

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41.2 In the event Lessee breaches any of its representations, warranties, or covenants and agreements contained in this paragraph or fails to notify Lessor of the release of any hazardous or toxic substances from the Premises, then such breach or failure to notify shall be deemed a default under this Lease and Lessor shall have all rights and remedies available to it, including, but not limited to, the right to terminate this Lease or initiate a clean-up of the Premises, in which case

41.1 Lessee represents and warrants to Lessor that Lessee's use and activities on the Premises shall be conducted in compliance with all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the activities conducted on the Premises (hereinafter collectively referred to as the "Environmental Laws"). In the event any of Lessee's activities require the use of "hazardous" or "toxic" substances, as such terms are defined by any of the Environmental Laws, then Lessee represents and warrants to Lessor that Lessee has received all permits and approvals required under the Environmental Laws with respect to such toxic or hazardous substances. Lessee covenants and agrees to maintain the Premises in a "clean" condition during the term of this Lease, as extended or renewed. As used in this paragraph, the term "clean" shall mean that the Premises are in complete compliance with the standards set forth under the Environmental Laws and any standards set forth in this Lease.

41. HAZARDOUS WASTE.

40. LIQUOR LICENSE. The Liquor License #Bev - 23-01971-4 COP, issued by the State of Florida Department of Alcoholic Beverages and Tobacco ("DABT"), shall not be moved, sold, assigned in any way until the lease is terminated, and the lease shall be collateralized by the license. A default in any payments under the purchase money note on the Liquor License is a material default in the lease.

39. Intentionally Left Blank

38. Intentionally Omitted

37. FORCE MAJEURE. Neither Lessor nor Lessee shall be required to perform any term, covenant or condition in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any Governmental Authority, civil riots, floods, hurricanes, and any other cause not within the control of Lessor or the Lessee.

within the period prescribed in this Section, or fails to diligently cure any such default, then, after written notice from Lessee to Lessor, Lessee may perform any such obligations of Lessor.



43. JURY WAIVER, COUNTERCLAIMS, LESSOR AND LESSEE HEREBY WAIVE THAT BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THIS LEASE, (ii) THE RELATIONSHIP OF LESSOR AND LESSEE, (iii) LESSEE'S USE OR OCCUPANCY OF THE PREMISES OR (iv) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. LESSEE AGREES THAT IT SHALL NOT INTRODUCE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY SUMMARY PROCEEDING BROUGHT AGAINST LESSEE BY LESSOR TO OBTAIN POSSESSION OF THE PREMISES, BUT SHALL RETAIN THE RIGHT TO ASSERT CLAIMS IN AN INDEPENDENT ACTION FOR DAMAGES OR ANY OTHER RELIEF AVAILABLE IN LAW OR EQUITY. FURTHERMORE, ALL SUMS DUE BY THE LESSEE TO THE LESSOR HEREUNDER SHALL BE DEEMED RENT. LESSEE HAS NO RIGHT OF SETOFF FOR THE PAYMENT OF RENT HEREUNDER, SO THAT CLAIM BY THE LESSEE BY THE LESSOR SHALL NOT BE GROUNDS TO WITHHOLD RENT. THIS WAIVER IS MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY LESSEE. LESSEE FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LESSOR IN AGREEING TO ENTER INTO THIS LEASE. LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISIONS AND AS EVIDENCE OF THIS FACT

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

Lessor shall be reimbursed by Lessee for, and indemnified by Lessee from, any and all costs, expenses, losses, and liabilities incurred in connection with such clean-up of the Premises (including all reasonable attorneys' and paralegals' fees at trial and all appellate levels) by Lessee. In the alternative, Lessor may require Lessee to clean-up the Premises and to fully indemnify and hold Lessor harmless from any and all losses, expenses, liabilities, and costs incurred by Lessor in connection with Lessee's clean-up action. Notwithstanding anything herein, Lessee agrees to pay, and shall indemnify Lessor from and against, any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' and paralegals' fees at trial and all appellate levels) incurred by Lessor as a result of any breach by Lessee of this paragraph, and/or as a result of any contamination of the Premises due to Lessee's use of hazardous or toxic substances on the Premises.

SIGNS IT INITIALS OR THE INITIALS OF ITS DULY AUTHORIZED REPRESENTATIVE IN THE SPACE IMMEDIATELY BELOW.

This lease is subject to that final judgment dated December 15, 2011 CRSJ, Inc. v. A&S Entertainment, LLC, Case No. 11-20316(CG23)(04).

IN WITNESS WHEREOF, the respective parties have signed, sealed and delivered this Lease on the date and year written below.

LESSEE:
A & S ENTERTAINMENT, LLC.

BY: Charlotte Pierce

Witness signature as to Lessee

Handwritten initials

Witness signature as to Lessee

250 NE 183rd Street
Miami, Florida 33179

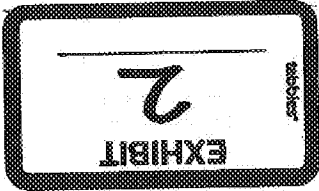
LESSOR:
CRSJ, INC.

BY: _____

Witness signature as to Lessor

Witness signature as to Lessor

320 N.E. 183rd Street
Miami, Florida 33179



hand-deliver to the Landlord a cashier's check in the sum of \$70,000.00, drawn payable to
2. On or before 2:00 P.M., EST, on Thursday, December 15, 2011, the Tenant shall

comply with the succeeding provisions of this Final Judgment.

Possession shall issue with respect to the foregoing real property and the Tenant shall strictly
Northeast Miami Gardens Drive, Miami, Florida 33179; provided, however, that no Writ of
Drive, Miami, Florida 33179, possession of the real property described as follows: 250
Entertainment, LLC ("the Tenant"), the address of which is 250 Northeast Miami Gardens
Street, Suite 212, Miami Gardens, Florida 33014, recover from Defendant A & S

1. Plaintiff CRSJ, Inc. ("the Landlord"), the address of which is 4715 N.W. 157th

ORDERED and ADJUDGED that:

The Court being fully advised and upon the joint motion of the parties, it is hereby

FINAL JUDGMENT

11-20316
CC 23(04)

Defendant
A & S ENTERTAINMENT, LLC, etc.,

v.

Plaintiff,

CRSJ, INC., etc.,

CASE NO. 11-20316 (CC 23)(04)

CIVIL DIVISION

IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

the order of CRSJ, Inc. Should the Tenant fail to strictly comply with the foregoing sentence of this paragraph, the Landlord would in such event be entitled forthwith to retake possession of the foregoing real property through the self-help expedient of changing the locks thereto, the requirement for the issuance and execution of a Writ of Possession having been irrevocably waived by the Tenant.

3. On or before 2:00 P.M., EST, on Monday, January 2, 2012, the Tenant shall hand-deliver to the Landlord either (a) a cashier's check in the sum of \$30,000.00 drawn payable to the order of CRSJ, Inc., or (b) United States currency in that amount. Should the Tenant fail to strictly comply with the foregoing sentence of this paragraph, the Landlord would in such event be entitled forthwith to retake possession of the foregoing real property through the self-help expedient of changing the locks thereto, the requirement for the issuance and execution of a Writ of Possession having been irrevocably waived by the Tenant.

4. On or before 2:00 P.M., EST, on Wednesday, February 1, 2012, the Tenant shall hand-deliver to the Landlord either (a) a cashier's check in the sum of \$45,000.00 drawn payable to the order of CRSJ, Inc., or (b) United States currency in that amount. Should the Tenant fail to strictly comply with the foregoing sentence of this paragraph, the Landlord would in such event be entitled forthwith to retake possession of the foregoing real property through the self-help expedient of changing the locks thereto, the requirement for the issuance and execution of a Writ of Possession having been irrevocably waived by the Tenant.

5. On or before 2:00 P.M., EST, on Thursday, March 1, 2012, the Tenant shall hand-deliver to the Landlord either (a) a cashier's check in the sum of \$45,000.00 drawn payable to the order of CRSJ, Inc., or (b) United States currency in that amount. Should the Tenant fail to strictly comply with the foregoing sentence of this paragraph, the Landlord would in such event be entitled forthwith to retake possession of the foregoing real property through the self-help expedient of changing the locks thereto, the requirement for the issuance and execution of a Writ of Possession having been irrevocably waived by the Tenant.

6. If the Tenant strictly complies with the foregoing provisions of this Final Judgment, the Landlord and the Tenant, on or before April 1, 2012, shall enter into a written lease pertaining to the foregoing real property for a term of fifteen (15) years at the gross monthly rental of \$40,000.00, which written lease shall be effective as of April 1, 2012.

7. While it remains in possession of the foregoing real property, the Tenant shall not remove, destroy or damage any fixtures, electronic equipment or security systems which, as of the date of this Final Judgment, have been affixed to or installed upon the foregoing real property. The Court retains subject-matter jurisdiction to enforce the provisions of this paragraph.

Done and Ordered this 31 day of December, 2011, at North Miami Beach, Miami-Dade County, Florida.

~~SIGNED and DATED
this 22nd day of
December 2011
JUDGE ERIC W. HANSON
COUNTY COURT JUDGE~~