

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

CASE NO.

DEZER INTRACOASTAL MALL, LLC,

Plaintiff,

vs.

SEAHORSE GRILL, LLC,

Defendant.

COMPLAINT

Plaintiff, Dezer Intracoastal Mall, LLC (“Landlord”), sues Defendant, Seahorse Grill, LLC (“Tenant”), and alleges:

1. This is an action for non-residential eviction pursuant to Fla. Stat. §83.001 *et. seq.*, and for damages greater than \$15,000.00, exclusive of interest, costs and attorneys' fees.
2. Landlord is a Florida limited liability company doing business in Miami-Dade County, Florida.
3. Tenant is a Florida corporation doing business in Miami-Dade County, Florida.
4. Venue is proper in this County pursuant to Fla. Stat. 47.011 and 47.051.
5. This action concerns the non-residential premises owned by Landlord and located at: 3913 NE 163rd Street, North Miami Beach, Florida 33160 (the “Premises”).
6. On October 14, 2011, MSW Intracoastal Mall, LLC executed a Lease Agreement with Tenant whereby Tenant was granted the right and agreed to occupy the Premises for a term of ten (10) years commencing on January 1, 2012 and expiring on January 1, 2022. An authentic copy of the Lease is attached hereto as Exhibit A.

7. On or about March 15, 2013, CJUF III Intracoastal LLC acquired from MSW Intracoastal Mall, LLC the property in which the Premises are situated and succeeded to all the rights, title, interest and obligations of the landlord under the Lease.

8. On or about December 13, 2013, Landlord acquired from CJUF III Intracoastal LLC the property in which the Premises are situated and succeeded to all the rights, title, interest and obligations of the landlord under the Lease.

9. All conditions precedent to this action have occurred, have been performed or have otherwise been waived.

10. Landlord has retained the undersigned counsel to pursue this action on its behalf and is required to pay them a fee for their services.

COUNT I - EVICTION

11. Landlord repeats and realleges the allegations contained in paragraphs 1-10.

12. Pursuant to the terms of the Lease, Tenant is obligated to pay Rent and all other charges due under the Lease to Landlord.

13. Tenant breached Section 2.1 of Lease by failing to pay Rent and other charges due in accordance with the terms of the Lease.

14. On February 24, 2016, Landlord served by Federal Express, addressed to Tenant, a "Notice of Default" ("Notice") demanding payment of past due Rent or to surrender possession of the Premises. Tenant received the Notice on February 25, 2016. At the time of service, the amount of unpaid Rent due was \$128,194.02. Attached hereto as Exhibit B is an authentic copy of the Notice.

15. Tenant has neither paid in full the past due Rent nor surrendered possession.

16. Landlord is entitled to and hereby demands a summary proceeding for possession pursuant to Fla. Stat. §§ 83.20 and 83.21.

17. Landlord has retained the undersigned counsel to pursue this action on its behalf and is required to pay them a fee for their services.

18. Landlord hereby demands its attorneys' fees pursuant to Section 11.25 of the Lease.

WHEREFORE, Landlord, Dezer Intracoastal Mall, LLC, demands a judgment for possession against Tenant, Seahorse Grill, LLC, attorneys' fees, costs, and all other relief the Court deems proper.

COUNT II – BREACH OF THE LEASE

19. Landlord repeats and realleges the allegations contained in paragraphs 1-10 and 14 above.

20. Pursuant to the terms of the Lease, Tenant is obligated to pay Rent and all other charges due under the Lease to Landlord.

21. Tenant breached Section 2.1 of Lease by failing to pay Rent and other charges due in accordance with the terms of the Lease.

22. As a result of the breach of the Lease, Landlord has been damaged.

23. Landlord hereby declares the Rent for the entire term and other indebtedness due under the Lease immediately due and payable pursuant to Section 10.1 of the Lease.

24. Landlord has retained the undersigned counsel to pursue this action on its behalf and is required to pay them a fee for their services.

25. Landlord hereby demands its attorneys' fees pursuant to Section 11.25 of the Lease.

WHEREFORE, Landlord, Dezer Intracoastal Mall, LLC, demands judgment in its favor and against Tenant, Seahorse Grill, LLC, for damages, including accelerated rent, interest, attorneys' fees and costs, and all other relief that the Court deems proper.

ROSENTHAL LAW GROUP

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LEASE AGREEMENT

Intracoastal Mall

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 14th day of October, 2011, by and between MSW INTRACOASTAL MALL, L.L.C., a Delaware limited liability company ("Landlord") and Seahorse Grill 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 Intracoastal Mall (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"** - Seahorse Grill.

(e) **"LEASED PREMISES"** - That certain space known as Bay 3913 in a building erected or to be erected on the Shopping Center as shown on Exhibit "B" attached hereto and by this reference incorporated herein. Landlord and Tenant agree that for all purposes of this Lease, the Floor Area of the Leased Premises shall be deemed to be 7,081 rentable square feet and that there shall be no re-measurement or adjustment of such Floor Area or adjustment of any amount calculated with reference thereto.

(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.

(g) **"PERMITTED USE"** - Tenant shall use the Leased Premises solely for the operation of a full service seafood restaurant, and for no other purpose.

(h) **"TERM"** - The term of this Lease shall commence upon the date of this Lease and expire upon the last day of the calendar month occurring Ten (10) Years after the Rent Commencement Date (as defined below), unless extended or sooner terminated as provided for herein.

(i) **"RENT COMMENCEMENT DATE"** - Rent shall commence on January 1, 2012 (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"** -

During the period commencing on the Rent Commencement Date and ending on the last day of the tenth year of the initial Term of this Lease, Minimum Rent shall be payable at the rate of \$233,772.00 per annum in equal monthly installments in the amount of \$19,481.00 each.

Tenant shall pay the aforementioned monthly installments of Minimum Rent, plus applicable sales and use taxes thereon, in lawful money of the United States, and without notice, demand, abatement, deduction, set-off or counterclaim, in advance on the first day of each month during the applicable period set forth above. During the Renewal Term(s), if any, Minimum Rent shall be payable in the amount(s) set forth on the attached Rider. Minimum Rent at the applicable rate shall be prorated for any period commencing on any day other than the first day of a month, or ending on any day other than the last day of a month.

(k) **"OPERATING EXPENSES"** - Landlord's estimate of Tenant's Proportionate Share of Operating Expenses for the calendar year 2012 is \$5,753.31 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 amount of \$54,001.42 (the "Initial Deposit") shall be paid by Tenant to Landlord upon Tenant's execution of this Lease. The amount of \$27,000.71 of the Initial Deposit shall be deemed to be a Security Deposit which shall be held and applied as provided in Section 11.5. The balance of \$27,000.71 shall be applied on account of the Rent due for the first month following the Rent Commencement Date (with any shortfall to be paid by Tenant in cash and with any excess to be applied on account of the Rent due for the next succeeding month[s]).

(m) **INTENTIONALLY DELETED**

(n) **"CONSTRUCTION OBLIGATIONS"** - As specified in Article III and Exhibit "C" attached hereto and by this reference incorporated herein.

(o) **"ADDRESSES FOR NOTICE & PAYMENTS"** -

LANDLORD NOTICE:
MSW INTRACOASTAL MALL, L.L.C.
3200 N Military Trail, 4th Floor
Boca Raton, FL 33431
ATT: LEGAL DEPARTMENT

LANDLORD PAYMENT:
MSW INTRACOASTAL MALL, L.L.C.,
3200 N Military Trail, 4th Floor
Boca Raton, FL 33431
ATT: ACCOUNTS RECEIVABLE

TENANT NOTICE:
Seahorse Grill, LLC
Attn: Thomas Billante
4770 Biscayne Blvd., Suite #680
Miami, Florida 33137-3244

(p) **"BROKERS"** - Woolbright Development, Inc. for Landlord and Wenzel Investment Group, Inc. for Tenant.

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

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

Section 1.4 QUIET ENJOYMENT. Upon payment of the Rent and the performance of all of Tenant's obligations hereunder, Tenant shall peacefully 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(e). The obligation to pay Rent is an independent, unconditional covenant and shall continue to be payable in all events unless expressly provided otherwise in this Lease.

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

Section 2.3 OPERATING EXPENSES. Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of all costs and expenses of owning, operating, servicing, managing, maintaining, repairing, replacing, securing, insuring and improving the Shopping Center ("Operating Expenses"), less any contributions to Operating Expenses received by Landlord from Anchor tenants and/or from those outparcel tenants, if any, whose premises are excluded from the calculation of Tenant's Proportionate Share in accordance with the next sentence. The term "Proportionate Share" shall mean that fraction, the numerator of which is the total number of rentable square feet of Floor Area contained within the Leased Premises and the denominator of which is the rentable square feet of Floor Area of the Shopping Center as a whole, less the Floor Area of any premises leased to Anchor tenants, and less also the Floor Area of buildings located on the outparcels owned by Landlord which are leased to or occupied by tenants who directly pay, either in whole or in part, the taxes, insurance premiums, common area maintenance costs and/or other operating expenses related to such building(s) and/or outparcel(s). 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, repainting and replacing roofs, gutters, downspouts and walls, upkeep and servicing equipment therein, including all supplies, equipment, tools and materials required; (e) Management: the management fee paid to the management company managing the Shopping Center for Landlord, administrative costs and fees, and supervisory costs and fees; (f) Taxes and Fees: all taxes, assessments, governmental charges and fees imposed upon the Shopping Center but not limited to any occupancy, gross receipts, real estate or rent taxes paid by Landlord and reasonable legal costs and fees to contest or reduce Taxes, but no income or franchise tax or any other taxes imposed or measured by Landlord's income or profits unless the same is in lieu of real estate taxes; (g) Maintenance of Open Space and Related Expenses: landscape and lawn care, sprinkler system service, maintenance of lighting facilities and signs, power broom sweeping parking lot surfaces and drives, restriping, resealing and repaving asphalt surface areas, maintenance of signs, lakes, banks of lake, trash structures and rubbish removal, and in general any and all items related to the maintenance and replacement of asphalt surface areas, landscape, sodded areas, sidewalks, lakes, and retention areas and any property adjoining or near the Shopping Center maintained by Landlord. It is the intent of the parties that this shall be a fully net lease and that, except for those costs which are expressly set forth herein as excluded from Operating Expenses, all costs shall be paid by Tenant.

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

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

Section 2.4 UTILITIES. Tenant shall pay promptly, as Additional Rent, as and when the same become due and payable all water charges, sewer charges and all charges for electricity, gas, heat, steam, hot and/or chilled water, and all other utilities supplied to the Leased Premises commencing upon Tenant's acceptance of the Leased Premises and throughout the Term. If such utilities are not separately metered and are used in common with other tenants, Tenant will pay to Landlord a proportionate share (based on the square footage of the Leased Premises) or other reasonable allocation of the total meter charges within thirty (30) days of receipt of a statement from Landlord. Tenant shall pay any and 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. Landlord represents that the Leased Premises was formerly occupied by a tenant/occupant who operated a restaurant therein and, to the best of Landlord's actual knowledge, all impact fees applicable to such tenant/occupant's restaurant use were paid in full. Provided Tenant does not at any time (a) add any customer seating above that which existed at the Leased Premises for the prior tenant/occupant (i.e., 260 seats inside, 47 seats in the Outdoor Seating Area) and (b) does not otherwise alter any portion of the Leased Premises such as to trigger any additional impact fees being charged by and payable to any municipal authority (which impact fees Tenant agrees to promptly pay as and when due), Landlord shall hold Tenant harmless and indemnify Tenant from and against payment of any municipal impact fees pertaining to the Leased Premises claimed to be due by any applicable municipal authority.

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. Landlord represents that Tenant's Permitted Use does not violate any exclusive use restriction or other prohibition 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, or as soon as reasonably possible in light of potential construction or equipment delays (but in no event later than 180 days after 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 during the hours designated by Tenant. A vacation or cessation of operations of any other tenant in the Shopping Center shall not release Tenant from any of its 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 officer of Tenant, 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; (e) in the event that Tenant produces, sells, or serves any beer, wine, liquor or other product containing alcohol, Tenant shall carry liquor liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate; and (f) other insurance as Landlord or any mortgagee may reasonably require. In addition, Tenant shall carry (or cause its contractors and subcontractors to carry) and keep in full force and effect, at Tenant's cost, prior to commencement of and during construction of Tenant's Work and the performance of any other construction or alterations to the Leased Premises, Builders' Risk Insurance for the full replacement cost of all such work.

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

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

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 BY LANDLORD. Landlord shall make necessary maintenance and repairs to the structural portions of the Leased Premises including the exterior walls (excluding the exterior of 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 reasonably clean condition (including reasonably periodic painting of the Leased Premises) and perform all repairs and alterations required by applicable Laws. Beginning at the point from which they serve the Leased Premises exclusively (whether located inside or outside the Leased Premises), Tenant shall, at its sole cost, make repairs and replacements necessary to maintain in good repair and condition all lines, apparatus, ducts and equipment relating to utilities (including but not limited to heating, air conditioning, water, gas, electricity and sewage). Tenant shall at its cost promptly replace all broken or damaged glass in the Leased Premises.

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

If (a) Tenant fails to perform any repair, replacement or maintenance obligation required hereunder, (b) Landlord determines that emergency repairs are necessary or (c) repairs or replacements to the Leased Premises, Common Areas and/or Shopping Center are required due to the negligence or willful misconduct of Tenant or anyone claiming under Tenant, then in any of such events, Landlord may make such repairs, and upon completion thereof, Tenant shall promptly pay to Landlord, as Additional Rent, all costs incurred by Landlord in making such repairs plus ten percent (10%) 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 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 (provided such alterations or additions do not materially and adversely affect Tenant's business operations at 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. Landlord's activities under this Section 7.1 shall not prevent ingress to or egress from the Leased Premises and shall not reduce parking at the Shopping Center below applicable municipal codes.

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 for all such alterations or renovations that (a) exceed \$50,000.00 in aggregate cost and/or (b) which require Tenant to obtain a

municipal permit or other governmental approvals, 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 untenantable as a result of such fire or casualty, there shall be a fair and equitable proportionate abatement of all Rent during that period based on the proportion of the Leased Premises rendered untenantable. If this Lease is not terminated by Landlord as aforesaid then this Lease shall continue in full force and effect (Tenant waives any right conferred by any applicable law to terminate this Lease based on the damage) and Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant (but only to the extent insurance proceeds are adequate and available for such purposes); and upon Landlord providing Tenant written notice of the completion thereof, Tenant shall diligently restore Tenant's property and promptly reopen for business and commence the payment of all Rent required hereunder. Tenant shall use the proceeds of any recovery on Tenant's insurance policies for restoration of improvements made by Tenant to the Leased Premises damage (including all permanent leasehold improvement and betterments), and for restoration and/or replacement of Tenant's equipment, trade fixtures and inventory, and to cover any business interruption loss.

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

ARTICLE IX SUBORDINATION/ ATTORNMENT AND ESTOPPEL CERTIFICATES

Section 9.1 SUBORDINATION/ATTORNMENT. This Lease is subject and subordinate to all ground and underlying leases and all mortgages or other security agreements which now or hereafter affect the Leased Premises and to any and all advancements to be made thereunder and to all renewals, modifications, consolidations, replacements, and extensions thereof. Within ten (10) days after receipt of a written request by Landlord, Tenant shall enter into an agreement provided by Landlord or its lender subordinating this Lease and all interest of Tenant to all ground and underlying leases and mortgages and other security agreements which may now or hereafter affect 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: (a) 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); (b) 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; (c) the dates to which Minimum Rent, Additional Rent and other charges are paid in advance, if any; (d) 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; (e) that Tenant has paid Landlord the Security Deposit (if any); (f) the Rent Commencement Date and the scheduled expiration date of the Lease Term; (g) the rights (if any) of Tenant to extend or renew this Lease or to expand the Leased Premises; (h) the amount of Minimum Rent, Additional Rents and other charges currently payable under the Lease; and (i) such other information and facts Landlord or a prospective or existing purchaser may reasonably require.

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 within seven (7) days of the date 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 fifteen (15) days after written notice from Landlord (or if same cannot reasonably be cured within fifteen (15) days, if Tenant fails to commence to cure within fifteen (15) days and/or fails to diligently prosecute such cure to completion provided such cure period shall not exceed thirty (30) days), provided Tenant shall at all times diligently pursue completion of all such cures in the shortest time period reasonably possible under then-given circumstances; (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 which is not cured within the applicable cure period set forth above, 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 ten percent (10%) 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 for eviction based (in whole or part) on non-payment of Rent even if same is based on Landlord's alleged breach of the Lease (Landlord and Tenant hereby stipulate that any such counterclaim shall be severed and tried separately from the action brought by Landlord for non-payment of Rent); (b) all constitutional, statutory or common law bonding requirements including the requirement under Section 83.12, Florida Statutes that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the property sought to be distrained); it being the intention of the parties that no bond shall be required in any distress action; (c) the right under Section 83.14, Florida Statutes to replevy distrained property; (d) any rights Tenant may have in the selection of venue in any suit by or against Landlord; it being understood that the venue of such suit shall be in the county wherein the Leased Premises is located; (e) any rights Tenant may have to consequential damages incurred by Tenant including but not limited to lost profits and interruption of business as a result of any Landlord default (Landlord likewise waives any rights Landlord may have to consequential damages incurred by Landlord including but not limited to lost profits and interruption of business as a result of any Tenant default); and (f) any rights Tenant may have in the Leased Premises or any goods or personal property therein if Tenant is evicted and dispossessed of same.

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

ARTICLE XI OTHER PROVISIONS

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

Section 11.2 RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership 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 INDEMNITIES. Tenant shall indemnify, defend and hold harmless Landlord, its officers, employees, agents, property manager (and its agents), contractors and any mortgagee (collectively, "Landlord's Agents") from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature if (a) occurring in the Leased Premises, unless caused by the gross negligence or willful misconduct of Landlord or Landlord's Agents; (b) claimed to have been caused by or resulted from any act or omission of Tenant, its agents, contractors, employees, subtenants, assignees, concessionaires and invitees, no matter where occurring; or (c) due to any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding brought against Landlord and/or Landlord's Agents, including, without limitation, all reasonable attorney's fees and expenses. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Agents from and against all losses, claims, expenses (including attorney's fees), liabilities, lawsuits and damages arising by reason of any clean up, removal, remediation or any other activity required as a result of the presence of hazardous substances in the Leased Premises and/or the Shopping Center caused by Tenant or its employees, agents, contractors or invitees. Landlord shall indemnify, defend and hold harmless Tenant from and against all losses, claims, expenses (including attorney's fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring in the Leased Premises solely as a result of the gross negligence or willful misconduct of Landlord or Landlord's Agents. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

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

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

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(i). 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 10% of such costs to cover Landlord's overhead. Tenant shall not remove any plumbing or electrical fixtures or equipment (not including moveable trade fixtures paid for and installed by Tenant), 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 ten percent (10%) 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. All costs of vacating the Leased Premises shall be the responsibility of Tenant.

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

Section 11.9 LANDLORD LIEN. In addition to all other remedies set forth herein, in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code of the State of Florida so that in the event Tenant is in default hereunder Landlord shall have and may enforce a security interest on all such property of Tenant, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms of this Lease. Tenant hereby authorizes Landlord to file one or more UCC-1 Financing Statements in the appropriate public office(s) in order to perfect the security interest granted to Landlord as aforesaid.

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

Section 11.11 LATE CHARGE. If any payment of Rent is not paid within five days after such amount is due, then in addition to the payment then due, Tenant shall immediately pay to Landlord, as Additional Rent, a late charge equal to three percent (3%) 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).

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

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

Section 11.14 NOTICES. Any notice or other communication which may be or is required to be given by either party to the other hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized overnight courier (such as Federal Express or UPS). Any notice or communication under this Lease shall be sent to the addresses set forth in Section 1.1(a) 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. In the event Tenant fails and/or refuses to accept service of legal process related to any litigation between Landlord and Tenant, Tenant hereby agrees that the Secretary of State for the State of Florida (or, at Landlord's election, the registered agent for Tenant as of the date of such legal process in accordance with the Florida Corporations Bureau records) shall be deemed a proper party for service of such legal process, and service upon same shall be binding upon Tenant as if the same were served upon Tenant.

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

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

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

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

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

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

Section 11.21 BROKER. Tenant represents and warrants to Landlord that it has not dealt with any broker, finder or other person entitled to compensation in connection with this Lease (other than the Broker identified in Section 1.1(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. INTENTIONALLY DELETED

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 reasonable 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.

Section 11.25 APPLICABLE LAW AND ATTORNEYS' FEES. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. If either party brings an action to enforce the terms of this Lease or declare rights hereunder, the prevailing party in such

action, on trial or appeal, shall be entitled to recover all reasonable costs and expenses (including without limitation court costs and reasonable attorneys' fees) incurred by such prevailing party from the non-prevailing party.

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

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

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

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.

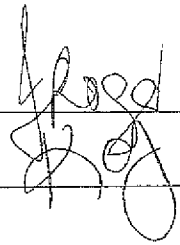
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

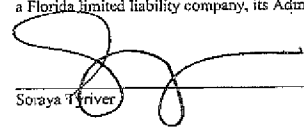
Signed, Sealed and Delivered in the Presence Of:

Landlord: MSW INTRACOASTAL MALL, L.L.C., a Delaware limited liability company

BY: MSW INTRACOASTAL HOLDING, L.L.C.,
a Delaware limited liability company, its sole member

BY: WOOLBRIGHT INTRACOASTAL MEMBER LLC,
a Florida limited liability company, its Administrator



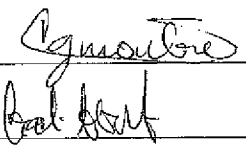
By: 
Soraya Triver

Its: Vice President

Date: 10/14/11

Tenant: Seahorse Grill LLC, a Florida limited liability company

By: 
Thomas Billante



Its: Managing Member

Date: 10/5/11

LEASE RIDER
Intracoastal Mall

LANDLORD: MSW INTRACOASTAL MALL, L.L.C., a Delaware limited liability company

TENANT: Seahorse Grill LLC, a Florida limited liability company

LEASE DATE: October 14, 2011

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

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

1. **DELIVERY OF LEASED PREMISES:** Landlord shall deliver the Leased Premises to Tenant in "As-Is" condition as more particularly described in Exhibit "C" of the Lease.
2. **INSURANCE:** In addition to the insurance coverages required under the Lease, Tenant shall carry liquor liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. Tenant's compliance with the foregoing does not in any way release, waive, limit or otherwise abrogate Tenant's obligation to indemnify and hold Landlord harmless from any claim, damages or liabilities as provided by Section 11.4 of the Lease.
3. **OPTIONS TO RENEW:** Tenant shall have the right and option to renew the Term of the Lease for up to two (2) periods of five (5) years each (each such period being hereinafter sometimes referred to as the "Renewal Term"), provided that Tenant shall provide written notice to Landlord of its election to renew the Lease at least twelve (12) months, but not more than fifteen (15) months, prior to the expiration of the initial Lease Term or the first Renewal Term, as the case may be, 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 if Tenant fails to notify Landlord in writing by the required notification date of Tenant's election to renew, Tenant's renewal option (and any subsequent renewal options) shall be deemed waived.

All of the terms and conditions of the Lease shall remain unchanged and in full force and effect during each Renewal Term, except that (i) any rent free periods, rental concessions, inducements, allowances, Landlord construction obligations relating to the Leased Premises and/or other similar items applicable during the initial Term of the Lease or any prior Renewal Term, will not apply during such Renewal Term, (ii) the Tenant will accept the Leased Premises on an "as is" basis at the commencement of each Renewal Term, and (iii) annual Minimum Rent during the first year of each Renewal Term shall increase by twelve percent (12%) over the annual Minimum Rent in effect during the last year of the immediately preceding Term. Annual Minimum Rent at the adjusted rate(s) set forth above shall be payable in monthly installments in an amount equal to one-twelfth (1/12th) of such adjusted annual Minimum Rent rate.

Tenant shall pay the aforementioned monthly installments, plus applicable sales and use taxes thereon, in advance on the first day of each month during the Renewal Term in lawful money of the United States, and without notice, demand, abatement, deduction, set-off or counterclaim.

The foregoing renewal options shall no longer be available and shall automatically cease to exist, upon the occurrence of any of the following: (1) the expiration or sooner termination of the Lease, (2) the occurrence of any event of material default by Tenant under the Lease which remains uncured beyond any applicable cure period, 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.

4. **OUTDOOR SEATING:** Landlord hereby grants to Tenant a license to use the area outside of the Leased Premises designated by Landlord, subject to applicable governmental codes and regulations (the "Outdoor Seating Area"). Tenant may use the Outdoor Seating Area only during Tenant's normal business hours for the sole purpose of providing outdoor seating for use by Tenant's patrons. Tenant's use of the Outdoor Seating Area shall be at no additional rental to Tenant. Tenant shall not install any equipment, lighting or signage in the Patio Area without Landlord's prior written approval, not to be unreasonably withheld, provided, however, Tenant may place tables and chairs designed for outdoor use in the Outdoor Seating Area in quantities approved by Landlord. Tenant acknowledges that the Leased Premises has been municipally approved for 47 outdoor seats (based upon 260 indoor seats). Any formal request by Tenant to the applicable municipal authority for an increase in the number of outdoor seats above 47 shall be subject to Landlord's prior written approval, not to be unreasonably withheld. Tenant acknowledges and agrees that: (a) the outdoor tables and chairs shall meet the highest standards of quality and appearance consistent with a first-class restaurant, and the design and construction of the Shopping Center, (b) Tenant's use of the Outdoor Seating Area shall not in any way obstruct or impede pedestrian traffic, and (c) Tenant shall be responsible to maintain same in good repair and clean and orderly condition, including providing trash receptacles for the disposal of trash generated by Tenant's operations, which shall be removed on a daily basis or more frequently as needed. The Outdoor Seating Area shall be included under Tenant's insurance requirements in accordance with the terms of the Lease covering all persons and property in and around the Outdoor Seating Area and Tenant shall indemnify Landlord for any and all claims occurring in the Outdoor Seating Area or arising out of Tenant's use of the Outdoor Seating Area in accordance with Section 11.4 of the Lease. As modified by the terms of this Rider, Tenant's use of the Outdoor Seating Area shall otherwise be in accordance with the terms of the Lease. Landlord reserves the right to revoke its permission granted herein at any time in the event Tenant fails to comply with the terms of this Rider or the Lease.
5. **TENANT ALLOWANCE:** Landlord shall grant Tenant an allowance for the actual cost incurred by Tenant for installing leasehold improvements, affixed equipment and finishing the Leased Premises, not to exceed \$225,000.00 (the "Tenant Allowance"). In order for Tenant to be eligible to receive the Tenant Allowance, Tenant must engage the services of a general contractor approved by Landlord and furnish proof reasonably acceptable to Landlord of Tenant's expenditures for alterations and leasehold improvements, which improvements shall remain in the Leased Premises and become Landlord's property. The Tenant Allowance shall be paid by Landlord to Tenant, provided Tenant is not then in default of the Lease, within thirty (30) days after the receipt of the approved request from Tenant for payment and Tenant has: (1) opened for business within the Leased Premises, (2) furnished final affidavit of payment from the general contractor, (3) furnished final releases of liens from all contractors, subcontractors and suppliers for all work performed (4) furnishes a copy of the certificate of occupancy issued for the Leased Premises, and (5) if applicable, provides as-built drawings of all such work.

Tenant shall be fully responsible for all costs and expenses with respect to any alterations and improvements to the Leased Premises which exceed the Tenant Allowance. The Tenant Allowance shall only be payable for work performed by Tenant from the date of the Lease through the one hundred eightieth (180th) day following the Rent Commencement Date and Tenant shall receive no credit or payment for any unused portion of the Tenant Allowance. In no event shall the Tenant Allowance be applied towards the cost of purchasing furniture, equipment or other personal property of Tenant, except for such equipment that is affixed to the Leased Premises and shall remain at the Leased Premises upon the expiration or earlier termination of the Lease. Except for payment of the Tenant Allowance, Landlord shall have no obligations of any kind to improve the Leased Premises. Notwithstanding anything to the contrary contained herein, in the event Landlord seeks to convert the Tenant Allowance to a rent credit to Tenant ("Rent Credit") in lieu of a cash payment of the Tenant Allowance as stated above, then in such event Tenant

shall consent to such conversion, but the amount of the Rent Credit to be applied shall be \$450,000.00 (i.e., twice the Tenant Allowance sum above) and Tenant shall waive any right to receive any cash payment related to the Tenant Allowance. The Rent Credit shall be applied to Rent due for the second month following the Rent Commencement Date, with any excess to be applied on account of the Rent due for the next succeeding months until the rent credit is fully applied.

6. **EXISTING FF&E:** Tenant acknowledges that Landlord has acquired, or is in the process of acquiring, title to certain furniture, fixtures and/or equipment (collectively, the "Existing FF&E") currently located in the Leased Premises and more particularly described on the inventory attached hereto as Exhibit "G" (said items having been abandoned in the Leased Premises by a former tenant thereof). Tenant further acknowledges that once such title is so acquired by Landlord, the Existing FF&E shall be and shall remain throughout the term of this Lease, as the same may be renewed or extended, the property of Landlord and not Tenant, but the Existing FF&E shall be deemed to have been leased to, and may be used by, Tenant pursuant to this Lease without additional charge. Tenant shall maintain all of the Existing FF&E in good condition and repair, subject to normal wear and tear, and Tenant shall not sell, transfer, encumber or otherwise dispose of the Existing FF&E or any part thereof, or grant any security interest therein. Further, without the Landlord's prior written consent, which may be granted or withheld in the Landlord's sole, absolute and unfettered discretion, Tenant shall not remove the Existing FF&E or any part thereof from the Leased Premises unless Tenant shall simultaneously replace same with new furniture, fixtures and equipment of the same type, and of equal or superior quality and utility, as that which is being removed by Tenant, all such "replacement FF&E" (a) to be deemed to be the sole and absolute property Landlord immediately upon purchase, placement and/or installation in the Leased Premises (subject to Tenant's use rights with respect thereto pursuant to this Lease) and (b) to be purchased, placed and/or installed by Tenant in the Leased Premises free and clear of all liens, claims and encumbrances of any kind, nature or description. Tenant shall, within five (5) days following request by Landlord, execute and deliver to Landlord such documents, instruments and agreements (including UCC-1 Financing Statements) as Landlord may consider necessary or desirable in Landlord's sole discretion in order to confirm (and/or place the public at large on notice of) Landlord's ownership of the Existing FF&E of any "replacement FF&E" which may, at any time and from time to time, be installed by Tenant in exchange for the Existing FF&E. Such documents shall be prepared at Landlord's sole expense. Anything in the foregoing to the contrary notwithstanding, it is understood and agreed that if Tenant shall have duly paid all Rent as and when due under the Lease and if Tenant shall not otherwise be in default in any respect on the last day of the fifth (5th) Lease Year, Landlord shall execute a Quitclaim Bill of Sale transferring Landlord's interest in the Existing FF&E to Tenant for the sum of \$1.00. Notwithstanding anything to the contrary contained herein, Tenant shall be responsible, at its sole cost and expense, for payment of all personal property taxes applicable to the FF&E. Landlord and Tenant shall indemnify and hold each other harmless with respect to a breach by Landlord or Tenant respectively of its obligations as set forth in the preceding sentence and the foregoing indemnities shall survive the expiration or earlier termination of this Lease.

7. **EXCLUSIVE USE:** Landlord agrees not to authorize any other tenant in the Shopping Center except for Tenant to operate a seafood-themed restaurant as its primary business (the "Exclusive Use"), excepting any tenants leasing space in the Shopping Center as of the date of the Lease (and any renewals or replacements thereof) and any tenants occupying Anchor spaces as defined in Section 1.1(c) of the Lease.

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

The foregoing Exclusive Use shall also expire automatically and cease to have any force or effect, upon the occurrence of any of the following: (1) the expiration or sooner termination of the Lease, (2) the occurrence of any event of material default by Tenant under the Lease which remains uncured beyond any applicable cure period, or (3) any assignment of the Lease, subletting of the Leased Premises (or any part thereof) or other transfer not approved by Landlord within the meaning of Article 11.6 of the Lease.

8. **OPERATING EXPENSES / FIXED INCREASES:** Notwithstanding anything to the contrary contained in the Lease, Operating Expenses (as the term is defined in Section 2.3 of the Lease) shall increase annually during the Term by the fixed amount of three percent (3%) per calendar year over the Operating Expenses in effect for the immediately preceding calendar year, notwithstanding the actual amount of Operating Expenses otherwise allocable to the Leased Premises.


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

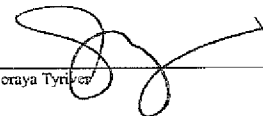
Signed, Sealed and Delivered in the Presence Of:

Landlord: MSW INTRACOASTAL MALL, L.L.C., a Delaware limited liability company

BY: MSW INTRACOASTAL HOLDING, L.L.C.,
a Delaware limited liability company, its sole member

BY: WOOLBRIGHT INTRACOASTAL MEMBER LLC,
a Florida limited liability company, its Administrator



By: 

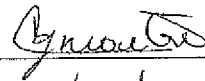

Its: Vice President

Date: 10/14/14

Tenant: Seahorse Grill LLC, a Florida limited liability company

By: 

Its: Managing Member

Date: 10/15/14

LEASE RIDER 2
Intracoastal Mall

LANDLORD: MSW INTRACOASTAL MALL, L.L.C., a Delaware limited liability company

TENANT: Seahorse Grill LLC, a Florida limited liability company

LEASE DATE: October 14, 2011

By reference hereto, this Lease Rider 2 is hereby incorporated into and made a part of the above referenced Lease between Landlord and Tenant. In the case of any inconsistency between the provisions of this Rider to the Lease and the balance of the Lease, the provisions of this Lease Rider 2 shall govern and control.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **CONTINGENCY.** The Lease is expressly contingent upon Landlord obtaining consent to a commercially reasonable Subordination, Non-Disturbance and Attornment Agreement ("SNDA") from its existing lender for the Shopping Center within sixty (60) days from the date of the Lease. In the event Landlord is unable to obtain such lender's consent to a SNDA as stated above within sixty (60) days from the date of the Lease, then Tenant may terminate the Lease by written notice to Landlord received within two (2) business days from the expiration of the said sixty (60) day period above, time being of the essence, failing which the Lease shall continue in full force and effect, but without any obligation for Landlord to obtain an SNDA with respect to the Lease and without any further right for Tenant to terminate the Lease with respect to such SNDA as set forth herein.

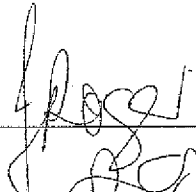
IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the dates hereinbelow written.

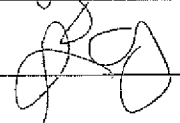
Signed, Sealed and Delivered in the Presence Of:

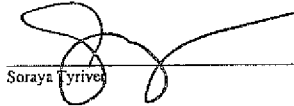
Landlord: MSW INTRACOASTAL MALL, L.L.C.,
a Delaware limited liability company

BY: MSW INTRACOASTAL HOLDING, L.L.C.,
a Delaware limited liability company, its sole member

BY: WOOLBRIGHT INTRACOASTAL MEMBER LLC,
a Florida limited liability company, its Administrator





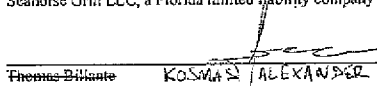
By: 

Soraya Tyrivet

Its: Vice President

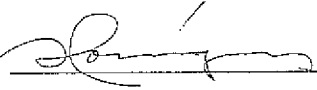
Date: 10/14/11

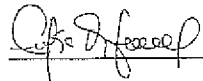
Tenant: Seahorse Grill LLC, a Florida limited liability company

By: 

Thomas B. White KOSMAS ALEXANDER KALAS

Its: Managing Member





Date: 10-10-11

EXHIBIT "A"
INTRACOASTAL MALL

LEGAL DESCRIPTION

PARCEL 1:

Being a portion of Tract "A" and Lots 1 through 20, Block 19, and also that vacated street known as N.E. 165th Street extending from N.E. 35th Avenue Eastward to the Western boundary of Lots 5 and 6; thence Southerly to S.R. 826, all in Block 19, of EASTERN SHORES 2ND ADDITION, according to the Plat thereof, recorded in Plat Book 65, Page 43, Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 20 of said Block 19; thence North 00 degrees 53' 14" East along the West line of said Lot 20 for 120.31 feet to the Northwest corner of said Lot 20; thence North 86 degrees 46' 13" East along the North line of said Block 19 for 1696.36 feet to the Northeast corner of Lot 6 of said Block 19; thence South 04 degrees 46' 53" East along the Easterly line of said Block 19 for 663.68 feet to a point on the Northerly right-of-way line of S.R. 826, per Official Records Book 12103, Page 1685, Public Records of Miami-Dade County, Florida; the following two (2) courses being along said Northerly right-of-way line; (1) thence South 83 degrees 09' 49" West for 77.17 feet to a point of curvature of a 1952.86 foot radius curve leading to the left; (2) thence Westerly along said curve through a central angle of 02 degrees 49' 34" for an arc of 96.32 feet; the following two (2) courses being along the Easterly and Northerly lines of the Warranty Deed granted to Miami-Dade Water and Sewer Authority as described in Official Records Book 11323, Page 1086, Public Records of Miami-Dade County, Florida; (1) thence North 04 degrees 50' 25" West for 102.70 feet; (2) thence South 86 degrees 46' 13" West for 75.11 feet (75.19 feet Deed); thence North 64 degrees 54' 39" West along said Northerly line of Miami Dade Water and Sewer property and the Northerly line of the property granted to Florida Power and Light Company as described in Official Records Book 6829, Page 118, Public Records of Miami-Dade County, Florida, for 57.61 feet (57.66 feet Deed) to the Northeast corner of corrective Warranty Deed granted to Florida Power and Light Company, recorded in Official Records Book 270, Page 60, Public Records of Miami-Dade County, Florida; the following two (2) courses being along the Northerly and Westerly boundaries of said Florida Power and Light property; (1) thence South 85 degrees 09' 35" West for 150.00 feet; (2) thence South 04 degrees 50' 25" East for 150.33 feet (Deed 150.00 feet) to a point on the Northerly right-of-way line of S.R. No. 826 per property described in Parcel 104, Case Number 84-15796, Miami-Dade County, Florida, said point lying on a circular curve leading to the left whose radius point bears South 07 degrees 24' 51" East for 1757.28 feet; thence Westerly along said Northerly right-of-way line through a central angle of 00 degrees 58' 46" for an arc of 30.04 feet to the Southeast corner of Parcel 103 of said Case No. 84-15796, the following four (4) courses being along exterior lines of said Parcel 103; (1) thence North 04 degrees 50' 25" West for 48.89 feet; (2) thence South 79 degrees 08' 15" West for 192.97 feet; (3) thence South 58 degrees 36' 07" West for 322.22 feet to a point of curvature of a 50.00 foot radius curve leading to the left; (4) thence Westerly and Southerly along said curve through a central angle of 90 degrees 00' 00" for an arc of 78.54 feet; thence South 58 degrees 36' 07" West along said Northerly right-of-way line of S.R. 826 as described in Parcel 104 per said Case 84-15796, said line also being the southeasterly line of said Tract "A" for 312.25 feet to a point of curvature of a 25.00 foot radius curve leading to the right; thence Westerly and Northerly along said curve being along the Southerly line of said Tract "A" through a central angle of 90 degrees 00' 00" for an arc of 39.27 feet to a point of tangency; thence North 31 degrees 23' 53" West along the Southwesterly line of said Tract "A" and its Northwesterly prolongation thereof, said westerly line being also the Easterly right-of-way line of N.E. 35th Avenue for 1006.59 feet to a point on the center of said vacated and abandoned N.E. 165th Street; thence North 86 degrees 46' 13" East along said center line for 35.79 feet; thence North 03 degrees 13' 47" West for 30.00 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Lots 5 and 6, Block 19, of EASTERN SHORES 2ND ADDITION, according to the Plat thereof, recorded in Plat Book 65, Page 43, Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 20 in said Block 19; thence North 86 degrees 46' 13" East along the North line of said Block 19 for 1654.17 feet; thence South 03 degrees 13' 47" East for 79.67 feet to the Point of Beginning; thence South 04 degrees 42' 23" East for 125.22 feet; thence South 85 degrees 31' 04" West for 71.47 feet; thence North 05 degrees 02' 31" West for 23.96 feet; thence South 85 degrees 25' 51" West for 29.07 feet; thence North 05 degrees 02' 31" West for 100.88 feet; thence North 85 degrees 16' 25" East for 30.68 feet; thence North 04 degrees 54' 54" West for 9.59 feet; thence North 85 degrees 08' 37" East for 19.48 feet; thence South 05 degrees 09' 31" East for 9.62 feet; thence North 85 degrees 17' 21" East for 51.07 feet to the Point of Beginning.

LESS AND EXCEPT:

The East 70.00 feet of Lot 8 and all of Lot 7 and a portion of Lot 6, Block 19, of EASTERN SHORES 2ND ADDITION, according to the Plat thereof, recorded in Plat Book 65, Page 43, of the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Commence at the Northwest corner of said Lot 20 in said Block 19; thence North 86 degrees 46' 13" East, along

the North line of said Block 19 for 1231.36 feet to the Point of Beginning; thence continue North 86 degrees 46' 13" East along the previously described course for 318.98 feet; thence South 05 degrees 02' 31" East for 150.07 feet to the South line of said Lot 6; thence South 86 degrees 46' 13" West along the South line for 152.89 feet to the Southwest corner of said Lot 6; thence North 04 degrees 49' 24" West along the West line of said Lot 6 for 30.01 feet; thence South 86 degrees 46' 13" West along the Southerly line of said Lots 7 and 8 for 170.00 feet; thence North 03 degrees 13' 47" West along the West line of the East 70.00 feet of said Lot 8 for 120.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

A parcel of land lying in Section 10, Township 52 South, Range 42 East, City of North Miami Beach, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the intersection of Northeast 35 Avenue and Northeast 165 Street as recorded in EASTERN SHORES 2ND ADDITION, Plat Book 65, Page 43, of the Public Records of Miami-Dade County, Florida. Thence run along the centerline of Northeast 165 Street with a bearing of North 90 degrees East for 90.37 feet; thence North 04 degrees 07' 01" East for 60.45 feet to a point located on the Western boundary line of Lot 20, Block 19, of said "Eastern Shores Second Addition" subdivision which is also the point of beginning of the following described traverse outlining the referenced parcel of land, then continue along the Westerly boundary line of Lot 20 for 89.94 feet, to the Northwest corner of Lot 20; thence North 90 degrees East along the Northerly property line of Lot 20 for 90.88 feet to a point; thence South 28 degrees 09' 55" East for 33.14 feet through the Easterly line of Lot 20 into Lot 19 to a point, thence South 61 degrees 50' 09" West for 128.16 feet to the point of beginning, said point also being 30.41 feet Northeasterly of the Southwest corner of Lot 20.

PARCEL II:

The non-exclusive easements as defined in the Shopping Center Operation and Reciprocal Easement Agreement, dated August 1, 1996, recorded August 5, 1996, in Official Records Book 17304, Page 2585, as amended by the Amended and Restated Shopping Center Operation and Reciprocal Easement Agreement, dated January 13, 1997, recorded January 15, 1997, in Official Records Book 17493, Page 4976 and amended in Official Records Book 19308, Page 3805, Public Records of Miami-Dade County, Florida.

LESS AND EXCEPT that portion lying within Parcel I herein.

PARCEL III:

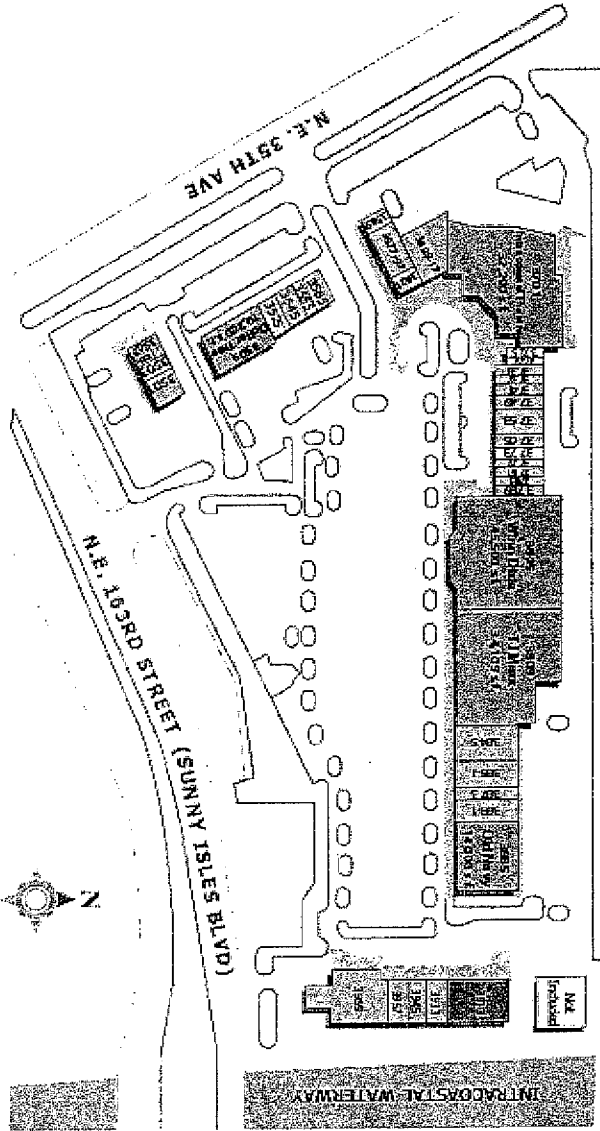
The non-exclusive easements as defined in the Easement and Operating Agreement, dated July 16, 1997 and recorded August 6, 1997 in Official Records Book 17743, Page 1323, of the Public Records of Miami - Dade County, Florida.

LESS AND EXCEPT that portion lying within Parcel I herein.

EXHIBIT "B" - INTRACOASTAL MALL

Intracoastal Mall North Miami Beach, Florida

Intracoastal Mall
 3501-3989 N.E. 163rd Street
 North Miami Beach, Florida 33160



This drawing is intended for informational purposes only and is not a warranty or representation of the project. The Shopping Center, the parking areas, roadways, access points, site walls, buildings or other improvements will be shown hereon, or that the occupant's shall be in the Shopping Center.

08/10/11

EXHIBIT "C"

INTRACOASTAL MALL

CONSTRUCTION OF LEASED PREMISES

SECTION "A": **INITIAL CONDITION OF THE LEASED PREMISES**

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

*****NOTICE IS HEREBY GIVEN TO TENANT THAT THE LEASED PREMISES CONTAINS A STRUCTURAL FLOOR SLAB. UNDER NO CIRCUMSTANCES IS TENANT TO CUT OR OTHERWISE ALTER THE STRUCTURAL FLOOR SLAB IN ANY WAY WITHOUT HAVING FIRST OBTAINED LANDLORD'S PRIOR WRITTEN CONSENT.**

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

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

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

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

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

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

SECTION "D": **PROCEDURE**

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

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

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

[end of exhibit]

EXHIBIT "D"

INTRACOASTAL MALL SIGN CRITERIA

The purpose of this Exhibit "D" ("Sign Criteria") is to define and specify all exterior signage criteria for all shops at the Shopping Center. These guidelines are intended to insure identification of the various tenants of the Shopping Center on the available signage so as to produce a coordinated, complementary image for the entire Shopping Center. Landlord reserves the right to modify this criteria at any time at its sole and absolute discretion.

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

Prior to fabricating its "Primary Sign Unit", the tenant shall submit or cause to be submitted to the Landlord for written approval, three (3) copies of the detailed drawings. The drawings must indicate the location, size, layout, design and color of the proposed sign, including all lettering and graphics. A detailed cross-section drawing must be provided showing the method of attachment of the proposed sign. Landlord may remove any sign, at the tenant's expense, if installed before Landlord has provided written approval.

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

The tenant shall be responsible for the operations of the sign contractor chosen. All permits for the sign, installation and electrical shall be obtained by the tenant or his representative. The tenant must obtain any required governmental approvals for all signs.

LOCATION AND SIZE

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

MATERIALS AND INSTALLATION

The exterior sign shall be internally illuminated reverse channel letters. The letters must be coated with Matthews 6001SP primer, or equivalent, and finished with Matthews 42 204 SP Gloss Black, or equivalent. All letters shall be 2.5" deep using .080 aluminum CAD routed faces and .063 aluminum returns. Letters shall be U.L. listed and fabricated with Lexan backs. Standoffs shall be 1.5", without deviation, and mounted using Hilti Quick Connect with aluminum tubing spacers, ensuring that said standoffs are kept away from the edge of the letters. Illumination shall consist of 13mm 6500 white Neon. Installation must be UL and NEC compliant and all holes must be caulked.

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

Logos may be permitted in their original typeface and color scheme if registered or trademarked, or based on Landlord approval and compliance with all city code requirements

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

All signs, bolts, fastening and clips shall be of a non-corrosive metal or equivalent. No black iron materials of any type will be permitted. All letters shall be fabricated using full welded construction or equivalent materials. All penetrations of the building structure required for sign installation shall be neatly sealed with caulk for a watertight condition.

The location of all openings for conduit in sign panels of building walls shall be indicated by the sign contractor on the detailed drawings to be submitted to Landlord. All signs and their installation shall comply with city and county building and electrical codes. Sign contractor shall repair any damage to the building caused by his work. Electrical service to all signs shall be connected to the tenant's metered service.

Landlord's approval shall not relieve the tenant from the duty of conforming to any and all applicable governmental ordinances, laws, regulations and inspections.

NOT PERMITTED

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

MISCELLANEOUS REQUIREMENTS

Each Tenant will be permitted one Under Canopy Sign as per Landlord's specifications.

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

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

EXHIBIT "E"

INTRACOASTAL MALL

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 utilized by Tenant. 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. Landlord shall furnish Tenant with a trash dumpster/compactor to be used in common with other restaurant tenants at the Shopping Center. 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 (such costs to be billed to all restaurant tenants on a pro rata basis). 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 required by any applicable municipality authority, Landlord shall provide refrigerated garbage containers for the disposal of Tenant's 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, to the best of its ability, 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. Notwithstanding the foregoing, Landlord acknowledges Tenant's use may emit certain food and other aromas and odors normally occurring with a restaurant use. Tenant shall use commercially reasonable efforts to minimize the escape of such aromas/odors from the Leased Premises.

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

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

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

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

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

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

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

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

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

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'
Intracoastal Mall

ACH FORM

INTENTIONALLY DELETED

EXHIBIT "G"
EXISTING FF&E

Verified: August 9, 2011

1. Square Tables (85)
2. Round Tables (4)
3. Chairs (169)
4. Rattan Chairs (49)
5. Bar Stools (6)
6. Silver food warmer (6)
7. Ecolab Dishwasher at bar
8. Ice Holder & Soda Dispenser and Liquid Holder (2)
9. Small Sink (1)
10. Cart bolted to wall next to dishwasher (1)
11. Termo4 POS
12. Miscellaneous bar utensils and glasses

Bar Area

13. Small Red Bull cooler (1)
14. Miscellaneous wine glasses, liquor glasses and mugs in cabinet
15. Panasonic phone
16. Wood hostess booth and menus
17. Small wooden tables in restrooms (6)

Dining Area

18. Wooden plate holders with plates (2)
19. Custom built salad bar
20. Gaucho painting
21. Back lit and pieces on wall Small cabinet with miscellaneous salad utensils
22. Wood bar for outdoor area

Kitchen Area

23. Tray holders 2
24. Booster seats (4)
25. Miscellaneous glass wear and plastic holders
26. Utensils
27. Ecolab dishwasher (1)

28. Dirty dish shelf (1)
29. Frio mix cooler)
30. Sink with cutting board (1)
31. Continental refrigerator (1)
32. Tomasi rotisserie hood system (1)
33. Wolf snorkler with circulating heat oven (1)
34. Gas stove/oven/broiler
35. Broz equipment grill on metal table (1)
36. Anets fryer (1)
37. Under counter 2 door fridge (1)
38. Long metal prep table with cutting board and shelves (1)
39. Sharp microwave (1)
40. Miscellaneous kitchen tools
41. Scotsman ice maker (1)
42. Hot Well (1)
43. Don vitamix drink machine (1)
44. Robert coupe food processor (1)
45. Berkel meat slicer
46. Aroma rice cooker (1)
47. Sunkist juicer (1)
48. 4 slice toaster (1)
49. Mr. Coffee Automatic Maker 12 cup
50. True refrigerator (1)
51. Continental 4-door refrigerator (1)
52. Hand washing sink (1)
53. Ecolab water softener (1)
54. Universal commercial gas water heater 91 gallons (1)
55. Bissel upright vacuum (1)
56. Eureka upright vacuum (1)
57. Step stool (1)
58. Acer computer touch screen and keyboard (1)
59. Sansui monitor screen (1)
60. Cannon printer (1)

61. 5-tier green wire pack (1)
62. 3 Office chairs
63. Soda machine (1)
64. McCanns Ice Holder (1)
65. Rubber mats (24)
66. Walk in cooler (1)

GUARANTY AGREEMENT
Intracoastal Mall

THIS GUARANTY AGREEMENT is made and entered into this 14th day of October, 2011 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 MSW INTRACOASTAL MALL, L.L.C., a Delaware limited liability company as "Landlord", and Seahorse Grill 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 (collectively, "Guarantor") hereby unconditionally guarantees to Landlord (a) the full and timely performance by Tenant of the Lease and all terms and conditions thereof, and (b) the payment by Tenant of the rent and all other sums payable by Tenant under the Lease.

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

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

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

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

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

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

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

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

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

The Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and Guarantor acknowledges that no agent, representative, salesman or officer of Landlord has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held to be invalid

or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and affect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

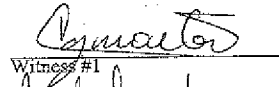
Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any Court which may be asked to consider the matter.

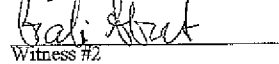
This Guaranty shall expire and be of no further force and effect as to monetary defaults of Tenant upon the last day of the eighteenth (18th) month following the Rent Commencement Date, provided that there shall be no uncured default existing under this Guaranty or the Lease as of the date thereof. Anything in the foregoing to the contrary notwithstanding, it is expressly understood and agreed that nothing herein shall be deemed to release Guarantor, and Guarantor shall be continue to be fully liable under this Guaranty Agreement as relates to all indemnity obligations of Tenant under the Lease for, including but not limited to: (i) the release or discharge of hazardous substances and materials by Tenant or any other party for whom Tenant is responsible at law or in equity, (ii) damage to the Leased Premises and/or the Shopping Center caused by Tenant or any other party for whom Tenant is responsible at law or in equity, (iii) claims for personal injuries or property damage arising from incidents occurring in the Leased Premises or from incidents occurring as a result of the negligent or wrongful acts or omissions by Tenant or any other party for whom Tenant is responsible at law or in equity, (iv) construction lien claims asserted by lienors who provided work, labor, services or materials to the Leased Premises at the instance or request of Tenant or its employees, agents and/or contractors, and (v) brokerage or similar claims asserted by real estate brokers or other parties engaged by Tenant or its employees, agents or contractors.

GUARANTOR:

WITNESSES:


Name: Thomas Billante

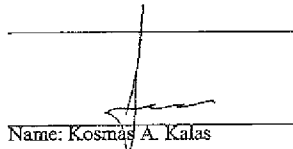

Witness #1

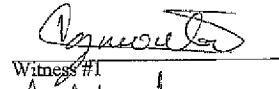

Witness #2

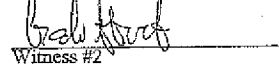
SSN: 176-30-6676

Notice Address:

4770 BISCAYNE BLV #680
MIAMI, FL 33137


Name: Kosmas A. Kalas

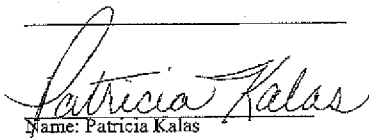

Witness #1

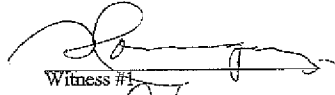

Witness #2

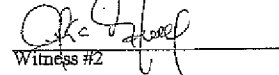
SSN: [REDACTED]

Notice Address:

4770 BISCAYNE BLV #680
MIAMI, FL 33137


Name: Patricia Kalas


Witness #1


Witness #2

SSN: [REDACTED]

Notice Address:

4770 BISCAYNE BLV #680
MIAMI, FL 33137

Dezer Intracoastal Mall, LLC

18001 Collins Ave., 31st Floor
Sunny Isles Beach, FL 33160
(305) 932-1000

February 24, 2016

Via FedEx

Tenant: Seahorse Grill, LLC.
Attn: Thomas Bilante
4770 Biscayne Blvd., Suite 680
Miami, FL 33137

RE: NOTICE OF TENANT DEFAULT – Non-Payment of Rent
Lease Agreement by and between MSW Intracoastal Mall, LLC ("Landlord") and Seahorse
Grill, LLC ("Tenant") dated October 14, 2011 ("Lease").

Lease Premises: 3913 N.E. 163rd Street, North Miami Beach, Florida 33160

Mr. Bilante,

THIS NOTICE SUPERSEDES THE NOTICE OF TENANT DEFAULT DATED FEBRUARY 12, 2016.


YOU ARE HEREBY NOTIFIED that you are indebted to the undersigned in the sum of \$128,194.02 for
the Rent and use of the premises located at 3913 N.E. 163rd Street, North Miami, FL 33160.

We hereby demand full payment of the Rent or possession within three (3) days (excluding Saturday,
Sunday, and legal holidays) from the date of delivery of this notice.

This notice is written with a full reservation of Landlord's rights under applicable law and does not
constitute a waiver or modification of Tenant's obligations under the Lease or of any of Landlord's
rights and remedies in relation thereto.

Govern yourself accordingly.

DEZER INTRACOASTAL MALL, LLC



David Gonzalez
For the Company

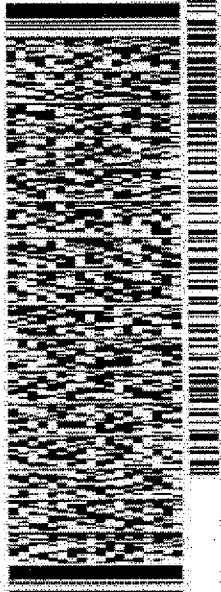
ORIGIN
DAVID
REVER
1801
3 SUNN
UNITED
FLA
MIAMI
(305) 932-1090

SHIP DATE: 24-FEB-10
ACTWGT: 0.10 LB
CAG: 5214880NNET3730
BILL SENDER

TO THOMAS BILANTE
SE ORSE GRILL, LLC
47 BISCAYNE BLVD
SU 680
MIAMI FL 33137
(305) 945-7555

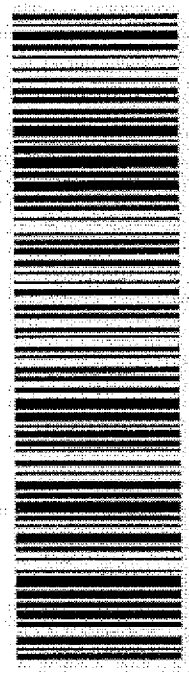
INTERMEDIARY: WALK-SEARCH/SE

540J19707727F



TRK# 7757 2090 1694
THU - 25 FEB 10:30A
PRIORITY OVERNIGHT

32 TMBA
FL US
33137 FLL



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



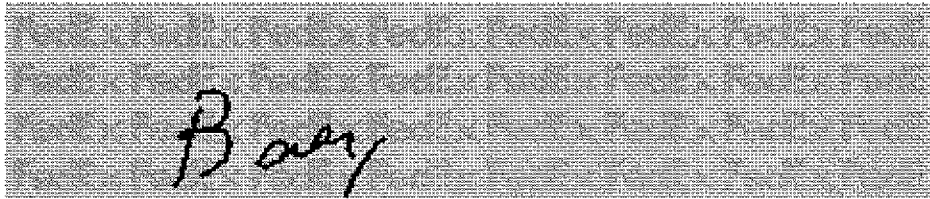
February 25, 2016

Dear Customer:

The following is the proof-of-delivery for tracking number **775720901694**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	B.BAEZ	Delivery location:	4770 BISCAYNE BLVD STE 680 MIAMI, FL 33137
Service type:	FedEx Priority Overnight	Delivery date:	Feb 25, 2016 10:19
Special Handling:	Deliver Weekday		



Shipping Information:

Tracking number:	775720901694	Ship date:	Feb 24, 2016
		Weight:	0.5 lbs/0.2 kg

Recipient:
Thomas Bilante
Seahorse Grill, LLC
4770 Biscayne Blvd
Suite 680
MIAMI, FL 33137 US
Reference

Shipper:
David Gonzalez
Dezer Development
18001 Collins Avenue
31ST FLOOR
Sunny Isles Beach, FL 33160 US
Intracoastal Mall- Seahorse

Thank you for choosing FedEx.