This Instrument Prepared By:
Ramsey Jones
Action No. 50232
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO CHANGE DESCRIPTION OF USE, INCREASE SQUARE FOOTAGE, AND REFLECT UPLAND OWNERSHIP CHANGE

BOT FILE NO. 430125408

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to 2 GPS, Inc., a Florida corporation, and Martin County, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in Rule 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in unsectionalized Hanson Grant, Township 38 South, Range 41 East, in Manatee Pocket, Martin County, Florida, containing 14,198 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 23, 2026.

TO HAVE THE USE OF the hereinabove described premises from May 25, 2024, the effective date of this modified lease renewal, through May 25, 2029, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 13-slip commercial docking facility with non-water dependent open-air dining and a connecting public boardwalk located on sovereignty submerged lands as part of a 17-slip docking facility the other 4 slips and part of the public boardwalk are located on privately-owned submerged lands to be used exclusively for the mooring of recreational vessels and open-air dining in conjunction with an upland restaurant, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 43-0200703-005, dated May 8, 2009, and Consolidated Environmental Resource Permit No. 43-0291627-001, dated February 15, 2011, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of $2,642.90, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. The interest of 2 GPS, Inc. in the riparian upland property is more particularly described in Attachment B and the interest of Martin County, Florida, in the riparian upland property is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the Plat of Port Salerno, according to Plat Book l, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance

system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida, and the Public Boardwalk Easement recorded in Official Records Book 2438, Page 2945, Public Records of Martin County, Florida.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest in the riparian upland property. The interest of 2 GPS, Inc. in the riparian upland property is more particularly described in Attachment B and the interest of Martin County, Florida, in the riparian upland property is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the Plat of Port Salerno, according to Plat Book l, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida, and the Public Boardwalk Easement recorded in Official Records Book 2438, Page 2945, Public Records of Martin County, Florida. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

2 GPS, Inc. 4290 SE Salerno Rd Stuart, Florida 34997	Martin County, FL 2401 SE Monterey Road Stuart, Florida 34996

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest. The interest of 2 GPS, Inc. in the riparian upland property is more particularly described in Attachment B and the interest of Martin County, Florida, in the riparian upland property is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the Plat of Port Salerno, according to Plat Book l, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida, and the Public Boardwalk Easement recorded in Official Records Book 2438, Page 2945, Public Records of Martin County, Florida.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property The interest of 2 GPS, Inc. in the riparian upland property is more particularly described in Attachment B and the interest of Martin County, Florida, in the riparian upland property is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the Plat of Port Salerno, according to Plat Book l, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida, and the Public Boardwalk Easement recorded in Official Records Book 2438, Page 2945, Public Records of Martin County, Florida. This lien on the Lessee's interest in the riparian

upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises, except within the open-air dining area described and depicted on pages 12 and 13 of this lease. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in “cruises to nowhere,” where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION(S):

A. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850-922-4330).

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: ___________________________________

Printed Name: _______________________________

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature ___________________________________

Printed Name: _______________________________

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: ____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Blvd
Tallahassee, FL 32399

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _______ day of _________, 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Katie Slattery 5/6/2026
DEP Attorney Date

____
Notary Public, State of Florida

____
Printed, Typed or Stamped Name

My Commission Expires:

____
Commission/Serial No.________________________

WITNESSES:

Signature: MO

Printed Name: Milvia Moreno

Address: 600 N Congress Ave

Boynton Beach FL 33426

Signature: SLR

Printed Name: Joel Rosario

Address: 9185 NW 33 St

Doral Fl 33172

2 GPS, Inc., a Florida corporation (SEAL)

BY: ______________________

Original Signature of Executing Authority

Steven M. Scaggs, Jr.

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

2 GPS, Inc.
4290 Se Salerno Rd
Stuart, Fl 34997

"LESSEE"

STATE OF Fl

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __online notarization this 12th day of MAY, 20 26, by Steven M. Scaggs, Jr. as President of 2 GPS, Inc., a Florida corporation, for and on behalf of the corporation. He is personally known to me or who has produced FL DL, as identification.

My Commission Expires: 7/1/2029

____

Signature of Notary Public

Notary Public, State of FLORIDA

ROSHEEN McFADDEN

Printed, Typed or Stamped Name

____

Commission/Serial No. HH693716

ROSHEEN H MCFADDEN
Notary Public - State of Florida
Commission # HH 693716
My Comm. Expires Jul 1, 2029

ATTEST:

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SEBASTIAN FOX,
SENIOR ASSISTANT COUNTY ATTORNEY

SURVEYOR'S NOTES

1.) The purpose of this survey was to perform a specific purpose survey depicting the proposed sovereign submerged land lease area and its relationship to the existing upland boundary, proposed over water features and existing adjacent docks.

2.) The Survey was performed using GPS technology operating in Real Time Kinematic (RTK) mode. The horizontal datum is referenced to the North American Datum of 1983 adjustment of 2011 and projected on Florida state plane coordinate system East zone.

The following control stations were utilized in this project:
DESIGNATION – GCY D25
MONUMENT TYPE – Brass Disk in Concrete
STAMPING – GCY D25
NORTHING – 1021711.77
EASTING – 920988.58

DESIGNATION – GS 30
MONUMENT TYPE – Aluminum Disk
STAMPING – "MARTIN COUNTY GEODETIC CONTROL GS 30"
NORTHING = 1024696.15
EASTING = 914919.76

For more information pertaining to these control station refer to (www.ngs.noaa.gov)

3.) Elevations shown hereon reference the North American Vertical Datum of 1988 (NAVD 1988) Reference National Geodetic Survey vertical control station "872 2383 TIDAL 4" elevation = 2.41 feet

4.) The mean high water line depicted hereon reference the tide interpolation point 1023. Mean High Water = –0.58 feet

5.) Fieldwork was performed on October 31, 2025.

6.) This survey map is not valid without the signature and the original seal of the Florida licensed surveyor and mapper.

7.) This is a field survey.

8.) This Survey is certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

9.) This sketch and Legal is Based on Field and Field Survey Plat.

10.) This Sketch is not valid:
– Unless all sheets are included (1–3)
– Unless the Description and Sketch Bear the Signature and Seal of a Florida Licensed Surveyor.

THOMAS EDWARD WHIDDEN
LICENSE NUMBER
6225
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

Thomas E Whidden
Digitally signed by Thomas E Whidden
Date: 2026.03.23 17:13:54 -04'00'

Thomas E. Whidden
Professional Surveyor and Mapper
Florida License No. 6225

Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Buisness No. 7232

DRAWN	CHECKED	DATE	SCALE	DRAWING No.	SHEET
CML	TEW	04Nov25	1"=40'	25-0616	1 OF 4

Legal Description

BEING A PARCEL OF SOVEREIGN SUBMERGED LAND IN THE MANATEE POCKET, LYING ADJACENT AND EAST OF THE EAST LINE OF BLOCK 69, REVISED PLAT OF BLOCKS 69–71 & 1 AND FIRST ADDITION TO PORT SALERNO, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PALM BEACH, (NOW MARTIN COUNTY), FLORIDA, SAID PARCEL BEING SITUATED IN A PORTION OF THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 69, OF SAID REVISED PLAT OF BLOCKS 69–71 & 1 AND FIRST ADDITION TO PORT SALERNO; THENCE NORTH 69°05'20" EAST, A DISTANCE OF 7.27 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEING ON THE MEAN HIGH WATER LINE:

THENCE CONTINUE ALONG THE MEAN HIGH WATER LINE FOR THE FOLLOWING COURSES; N62°20'42"E, A DISTANCE OF 3.51 FEET; THENCE N11°13'10"W, A DISTANCE OF 29.19 FEET; THENCE N71°27'25"E, DEPARTING MEAN HIGH WATER LINE, A DISTANCE OF 72.08 FEET; THENCE S21°44'14"E, A DISTANCE OF 160.03 FEET; THENCE S68°15'46"W, A DISTANCE OF 90 FEET; THENCE N21°47'04"W, A DISTANCE OF 22.44 FEET TO A POINT ON THE MEAN HIGH WATER LINE, THENCE ALONG MEAN HIGH WATER LINE ON A NON–TANGENT CURVE WITH A RADIUS OF 24.5 FEET, CONCAVE TO THE WEST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74°44'46", A DISTANCE OF 31.95 FEET WHERE THE CHORD BEARS N11°53'56"E A DISTANCE OF 29.74 FEET TO THE POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE DEPARTING THE MEAN HIGH WATER LINE N26°27'18"W, A DISTANCE OF 88.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 12742.69 SQUARE FEET OR 0.29 ACRES, MORE OR LESS

SAID LANDS SITUATE IN THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

FLORIDA DEP
BSM APPROVED
BY Charles A. Botts
DATE 03/24/2026

Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Buisness No. 7232

DRAWN	CHECKED	DATE	SCALE	DRAWING No.	SHEET
CML	TEW	04Nov25	1"=40'	25-0616	2 OF 4

Legal Description (Non-Water Dependant Use Area)

BEING A PARCEL OF SOVEREIGN SUBMERGED LAND IN THE MANATEE POCKET, LYING ADJACENT AND EAST OF THE EAST LINE OF BLOCK 69, REVISED PLAT OF BLOCKS 69–71 & 1 AND FIRST ADDITION TO PORT SALERNO, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PALM BEACH, (NOW MARTIN COUNTY), FLORIDA, SAID PARCEL BEING SITUATED IN A PORTION OF THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 69, OF SAID REVISED PLAT OF BLOCKS 69–71 & 1 AND FIRST ADDITION TO PORT SALERNO; THENCE NORTH 69°05'20" EAST, A DISTANCE OF 7.27 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE SOUTH 26°27'18" EAST, ALONG THE MEAN HIGH WATER LINE FOR A DISTANCE OF 88.08 FEET TO A POINT OF NON–TANGENT CURVE; THENCE ALONG THE MEAN HIGH WATER LINE AND SAID CURVE TO THE RIGHT WITH A RADIUS OF 24.5 FEET, CONCAVE TO THE WEST, THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°54'47", A DISTANCE OF 3.38 FEET AND A CHORD BEARING OF SOUTH 21°31'04" EAST AND A CHORD DISTANCE OF 3.38 FEET TO THE POINT OF BEGINNING.

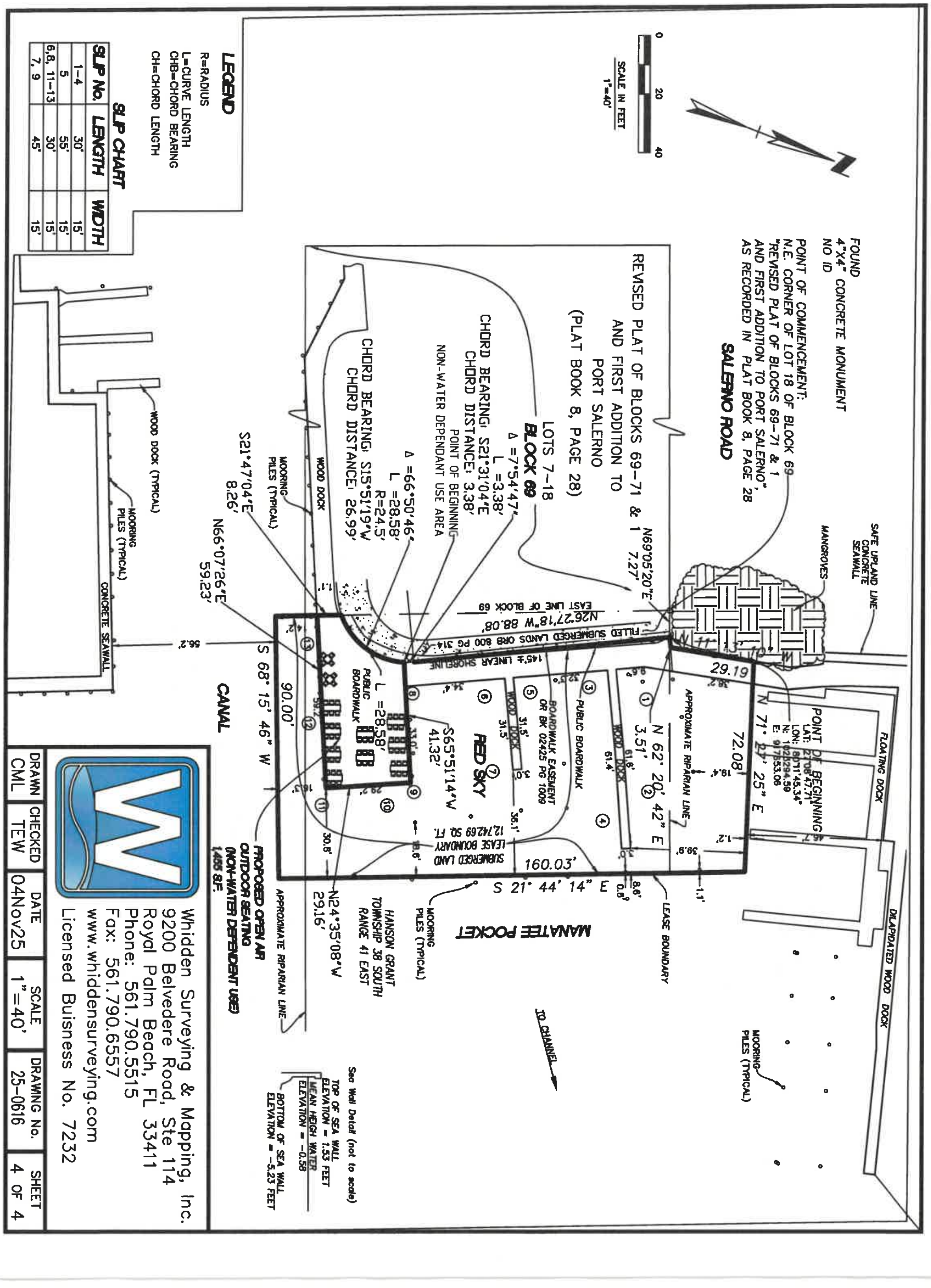
THENCE CONTINUE ALONG THE MEAN HIGH WATER LINE LINE AND SAID CURVE FOR A DISTANCE OF 28.58 FEET; THENCE SOUTH 21° 47'04" EAST, DEPARTING MEAN HIGH WATER LINE, FOR A DISTANCE OF 8.26 FEET; THENCE NORTH 66° 07'26" EAST FOR A DISTANCE OF 59.23 FEET; THENCE NORTH 24°35'08" WEST FOR A DISTANCE OF 29.16 FEET; THENCE SOUTH 65° 51'14" WEST FOR A DISTANCE OF 41.32 FEET TO THE MEAN HIGH WATER LINE AND THE POINT OF BEGINNING.

CONTAINING 1455 SQUARE FEET OR 0.03 ACRES, MORE OR LESS

SAID LANDS SITUATE IN THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Buisness No. 7232

DRAWN	CHECKED	DATE	SCALE	DRAWING No.	SHEET
CML	TEW	04Nov25	1"=40'	25-0616	3 OF 4


SALERNO ROAD
FOUND 4"X4" CONCRETE MONUMENT NO ID
POINT OF COMMENCEMENT: N.E. CORNER OF LOT 18 OF BLOCK 69 "REVISED PLAT OF BLOCKS 69-71 & 1 AND FIRST ADDITION TO PORT SALERNO", AS RECORDED IN PLAT BOOK 8, PAGE 28
REVISED PLAT OF BLOCKS 69-71 & 1 AND FIRST ADDITION TO PORT SALERNO (PLAT BOOK 8, PAGE 28)
LOTS 7-18 BLOCK 69
Δ =7°54'47"
L =3.38'
CHORD BEARING: S21°31'04"E
CHORD DISTANCE: 3.38'
POINT OF BEGINNING NON-WATER DEPENDANT USE AREA
Δ =66°50'46"
L =28.58'
R=24.5'
CHORD BEARING: S15°51'19"W
CHORD DISTANCE: 26.99'
N69°05'20"E 7.27'
S21°47'04"E 8.26'
N66°07'26"E 59.23'
N26°27'18"W 88.08'
EAST LINE OF BLOCK 69
FILLED SUBMERGED LANDS ORB 800 PG 314
145'± LINEAR SHORELINE
PUBLIC BOARDWALK
BOARDWALK EASEMENT OR BK 02425 PG 1009
RED SKY
LEASE BOUNDARY SUBMERGED LAND 12,742.69 SQ. FT.
PROPOSED OPEN AIR OUTDOOR SEATING (NON-WATER DEPENDENT USE) 1,455 S.F.
S65°51'14"W 41.32'
L =28.58'
N 62° 20' 42" E 3.51'
N 71° 27' 25" E 72.08'
29.19
160.03'
S 21° 44' 14" E
S 68° 15' 46" W 90.00'
N24°35'08"W 29.16'
POINT OF BEGINNING
CANAL
MANATEE POCKET
HANSON GRANT TOWNSHIP 38 SOUTH RANGE 41 EAST
APPROXIMATE RIPARIAN LINE
LEASE BOUNDARY
MOORING PILES (TYPICAL)
WOOD DOCK
WOOD DOCK (TYPICAL)
CONCRETE SEAWALL
MANGROVES
SAFE UPLAND LINE CONCRETE SEAWALL
FLOATING DOCK
DILAPIDATED WOOD DOCK
TO CHANNEL
Sea Wall Detail (not to scale)
TOP OF SEA WALL ELEVATION = 1.53 FEET
MEAN HEIGH WATER ELEVATION = -0.58
BOTTOM OF SEA WALL ELEVATION = -5.23 FEET
SCALE IN FEET 1"=40'
0 20 40
LEGEND
R=RADIUS
L=CURVE LENGTH
CHB=CHORD BEARING
CH=CHORD LENGTH
SLIP CHART
SLIP No. LENGTH WIDTH
1-4 30' 15'
5 55' 15'
6,8, 11-13 30' 15'
7, 9 45' 15'
Whidden Surveying & Mapping, Inc.
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DRAWN CML
CHECKED TEW
DATE 04Nov25
SCALE 1"=40'
DRAWING No. 25-0616
SHEET 4 OF 4

THIS INDENTURE OF LEASE ("Lease"), is entered by and between **RED SKY, INC.,** a Florida corporation (the "Landlord") and **2 GPS, INC**., a Florida corporation (the "Tenant") as of October 25, 2023 (the "Effective Date").

ARTICLE I
GRANT AND TERM

SECTION 1.01. DEMISED PREMISES.

(a) Demise of Premises. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, that certain parcel of real estate and the improvements thereon known by street address as 4290 SE Salerno Road, Port Salerno, Florida, and consisting of Lots 7-18, Block 69, per plat thereof recorded in Plat Book 0991 among the Land Records for Martin County, Florida, and as shown in orange as "Parcel C" on **Exhibit A** attached hereto and made a part hereof, the legal description of which is set forth on **Exhibit A-1** (the "Demised Premises").

(b) Insured Premises. For the purpose of this Lease, the Insured Premises shall mean and refer to the aggregate of the Demised Premises as described in Section 1.01 (a) above, and the adjacent end of Salerno Road public right of way, and the Public Board Walk/Board Walk Easement, and all Dock Slips on the east and south side of the building which is located in part within the Demised Premises and which is located in part outside of and adjacent to the Demised Premises, as more particularly shown on **Exhibit D**, attached hereto and made a part hereof. Insured Premises shall not include the slips along Salerno Creek between the Boat Lifting Station and the Western border of the Demised Premises.

(c) Landlord Docks and Public Boardwalk/Deck Area. Pursuant to the Sovereignty Submerged Lands Lease Renewal between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor (the "Land Lease Agreement") and Landlord, and Martin County, as Lessee recorded on January 9, 2020 in BK 3104, Page 2892 among the Land Records for Martin County, Florida, a copy of which is attached as **Exhibit B**, Landlord has the right to operate a 13-slip commercial docking facility and connecting public boardwalk located on sovereignty submerged lands as part of a 17-slip docking facility (the other 4-slips and part of the public boardwalk are located on privately-owned submerged lands) to be used exclusively for mooring of recreational vessels and tour vessels in conjunction with the Demised Premises and certain areas nearby the Demised Premises, including the Boardwalk, Dinghy Dock, and Dockage Area (collectively, the "Landlord Docks and Public Boardwalk/Deck Area"). Notwithstanding anything to the contrary contained in Section 1.01(a) or elsewhere in this Lease, the Demised Premises shall NOT include the piers, docks, fixtures, equipment and personal property located thereon or used in connection with Landlord's or others operation of the marina and boatyard business thereon or used in connection with Landlord's or others operation of the marina and boatyard business thereon; provided, however, Tenant shall have the right to use all of the Landlord Docks as part of the Demised Premises Eastward of the Lifting Basin pursuant to subsection (f) of this section and the Public Boardwalk/Deck Areas adjacent to the Demised Premises. Landlord represents and warrants that as of the Commencement Date all fees due under the Land Lease Agreement have been paid including the remittance of income derived directly or indirectly from the use of the sovereignty submerged lands as specified in Section 3 of the Land Lease Agreement

Landlord agrees to make application to renew the Land Lease Agreement in advance of its expiration date of May 25, 2024.

(d) Travel Lift Right of Way. Landlord's affiliate company Miamar LLC aka Port Salerno Marine has an easement (the "Easement") over and across a portion (the "Easement Premises") of the Demised Premises for the purpose of operating a travel lift (the "Travel Lift") between the lifting basin located upon the Demised Premises and the adjoining property, recorded on 9/22/21 blk 3258 Pg 889 among the Land Records for Martin County, Florida, a copy of which is **Exhibit C**. Pursuant to the Easement, Miamar LLC aka Port Salerno Marine may from time to time, construct, reconstruct or replace the improvements within the Easement Premises, or remove or trim trees, bushes and sapling growing upon or extending over the Easement Premises as may be reasonably necessary in the maintenance, operation, repair, replacement, renewal or betterment of the Easement Premises; provided however that Landlord covenants and agrees to cause its affiliate company Miamar LLC to use commercially reasonable efforts to exercise said easement in a manner designed to minimize interference with Tenant's business operation. Landlord and its affiliate shall maintain and make all repairs and replacements to the Travel Lift, shall keep the Easement Premises in a clean, orderly, safe and sanitary condition, free of debris, and shall procure commercially appropriate insurance in connection with the Easement and use of the Easement Premises and provide Tenant with copies of certificates of insurance thereon naming Tenant as an additional insured.

(e) Floating Band Stand: There is currently a "Floating Band Stand" located in the water east of Parcel 18, within the Landlord Docks. It is not part of the Demised Premises. If Tenant elects to take ownership of the Floating Band Stand, Landlord shall transfer ownership thereof to Tenant by bill of sale for the purchase price of Ten dollars ($10.00) promptly after Tenant's request, and thereupon Tenant shall be responsible to maintain and insure the Floating Band Stand. If Tenant elects not to take ownership of the Floating Band Stand, Landlord shall promptly remove the Floating Band Stand at Landlord's cost and expense. Tenant shall give Landlord notice of such election promptly after execution of this Lease.

(f) Dock Slips on the east side of the Demised Premises. Provided that Tenant has maintained in effect the insurance of the Insured Premises as required in this Lease, Tenant shall have a revocable, non-exclusive license to use all of the Landlord Docks which are located on the east side of the Demised Premises as well as all of the dockage along the boardwalk as far as the Lifting Basin on the South side of the building on the Demised Premises. The sole and limited purpose of Tenant's license shall be to allow short term, temporary dockage by Tenant's customers on a first come basis. Provided Landlord has provided Tenant with a Certificate of Insurance reflecting the coverages required by the Tenant hereunder reflecting Tenant as an additional Insured, Landlord shall have the right to use any or all of the docks in an extraordinary weather situation or an emergency. Landlord reserves the right to revoke this license if and only if Tenant rents or leases any of the dock spaces out, in violation of the terms of this section 1.01 (f).

Tenant shall reimburse Landlord for the annual DEP Submerged Land Lease fee of $2,293.36 plus applicable Florida sales tax as such fee may be adjusted by the Consumer Price Index. Any other payments required under the terms of the Land Lease Agreement shall be borne by the Landlord.

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SECTION 1.02. COMMENCEMENT AND ENDING DATE OF TERM.

(a) Commencement Date. The term of this Lease and Tenant's obligation to pay the rent set forth in Article II hereof shall commence simultaneously with Tenant's purchase of the assets of All Trust Management, Inc. and Mad Twist, LLC (the "Commencement Date"). Failure of such purchase and/or Landlord's failure to terminate the existing lease with All Trust Management, LLC shall void this Lease. Landlord shall deliver vacant exclusive possession of the Demised Premises free and clear of any and all existing tenancies and occupancies to Tenant on the Commencement Date. Nothing in this paragraph shall require Landlord to, and Landlord shall not, remove any of the existing fixtures, furniture and equipment in the Demised Premises which Tenant is taking ownership and possession of under a separate agreement with Landlord's former tenant of the Demised Premises.

(2) Expiration of Term. The initial term of this Lease shall end on the last day of the Fifth (5th) consecutive full Lease Year as the term "Lease Year" is hereinafter defined.

SECTION 1.03. LEASE YEAR DEFINED

The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the date of commencement of the term hereof if the date of commencement of the term shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the calendar month next following the date of commencement of the term hereof. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

SECTION 1.04 OPTIONS TO RENEW

A. [redacted]

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

B. [redacted]

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

[redacted]

C. [redacted] Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

D. Determination of Fair Market Rental Value: In the event the Parties cannot agree upon the fair market rental value of the Demised Premises within sixty (60) days of the date of the notice required to be given by section C above, Landlord and Tenant shall each appoint a duly licensed real estate leasing agent and the two (2) agents so appointed shall subsequently appoint a third leasing agent. The leasing agents appointed pursuant to this provision shall each possess not less than three (3) years' experience in the leasing of commercial space in the market area where the Demised Premises are located. Within thirty (30) days of their appointment, each agent shall deliver to each Party their written opinion as to the fair market rental value of the Demised Premises.

E. [redacted] Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

The word "Term" as used in this Lease shall mean the Initial 5-year term, together with such Option Terms for which Tenant exercises its Option.

ARTICLE II
<u>RENT</u>

SECTION 2.01. [redacted] Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

[redacted] RIOD	**Annual**	**Annual**
[redacted]	[redacted]	[redacted]
Lease [redacted]	[redacted]	[redacted]
Lease [redacted]	[redacted]	[redacted]
Lease [redacted]	[redacted]	[redacted]
Lease [redacted]	[redacted]	[redacted]
Lease [redacted]	[redacted]	[redacted]

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

OPTION 1			
Option 1 – Year 1	[redacted]		
Option 1 – Year 2			
Option 1 – Year 3			
Option 1 – Year 4			
Option 1 – Year 5			
OPTION 2			
Option 2 – Year 1			
Option 2 – Year 2			
Option 2 – Year 3			
Option 2 – Year 4			
Option 2 – Year 5			
OPTION 3	Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes		
Option 3 – Year 1			
Option 3 – Year 2			
Option 3 – Year 3			
Option 3 – Year 4			
Option 4 – Year 5			
OPTION 4			
Option 4 – Year 1			
Option 4 – Year 2			
Option 4 – Year 3			
Option 4 – Year 4			
Option 4 – Year 5			

OPTION 5		
Option 5 – Year 1	[redacted]	
Option 5 – Year 2		
Option 5 – Year 3		
Option 5 – Year 4		
Option 5 – Year 5		

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

If the Initial Term shall commence upon a day other than the first day of a calendar month, then Tenant shall pay, upon the Commencement |Date of the Term, a pro-rata portion of the monthly installment of Annual Base Rent as the described in the foregoing clause, pro-rated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first Lease Year hereof. In addition, Annual Base Rent shall be prorated for any partial year at the beginning or end of the Term. Sales tax, if applicable, shall be calculated in addition to the rental amount at the rate in force at the time of payment.

SECTION 2.02. [redacted]

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

follows:

PERIOD		
	[redacted]	
Lease Year 1		
Lease Year 2		
Lease Year 3		
Lease Year 4		
Lease Year 5		
OPTION 1		
Option 1 – Year 1		
Option 1 – Year 2		
Option 1 – Year 3		
Option 1 – Year 4		
Option 1 – Year 5		

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

OPTION 2	
Option 2 – Year 1	[redacted]
Option 2 – Year 2	
Option 2 – Year 3	
Option 2 – Year 4	
Option 2 – Year 5	
OPTION 3	
Option 3 – Year 1	
Option 3 – Year 2	
Option 3 – Year 3	
Option 3 – Year 4	
Option 4 – Year 5	
OPTION 4	
Option 4 – Year 1	
Option 4 – Year 2	
Option 4 – Year 3	
Option 4 – Year 4	
Option 4 – Year 5	
OPTION 5	
Option 5 – Year 1	[redacted]
Option 5 – Year 2	
Option 5 – Year 3	
Option 5 – Year 4	
Option 5 – Year 5	

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

[redacted]

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

[redacted]

each Lease year. Except as may be required to comply with applicable law and/or court order or court requirement and/or with other mandatory legal process, Landlord hereby covenants and agrees that Landlord shall not, directly or indirectly, disclose any of Tenant's financial information to any other person or entity (other than those on a need-to-know basis such as Landlord's legal counsel, accountants or auditors and/or actual or potential lenders.

"Gross Sales," as used herein, shall mean the amount of sales of all merchandise and/or services (including gift certificates, when sold) sold, rendered, and/or fulfilled in, on, about or from the Demised Premises by Tenant or any subtenants, licensees or concessionaires, whether for cash or on a charge, credit or time basis, without reserve or deduction for inability or failure to collect, including, but not limited to such sales and services: (1) when orders originate at and/or are accepted by Tenant in the Demised Premises but delivery or performance thereof is made from or at any place other than the Demised Premises; (2) when orders are taken at, received at, and/or fulfilled from the Demised Premises, regardless of how such orders are taken or received, whether by mail, telephone, electronic means, video, computer, cell phone, tablet, mobile technology, or other technology-based system whether existing now or developed in the future; (3) by means of mechanical and other vending machines in the Demised Premises (but this shall not be construed as a consent of Landlord to Tenant's use of such machines); and (4) which Tenant in the normal and customary course of business would credit or attribute to its business upon the Demised Premises or any part or parts thereof. There shall be deductible from Gross Sales (to the extent that they are included and documented to Landlord's satisfaction): (a) amounts of refunds provided they have been previously included in Gross Sales and, provided further, that if such refunds are in the form of credits to customers, such credits shall be included in Gross Sales when used; (b) exchange of merchandise between stores of Tenant where such exchanges are made solely for the operation of Tenant's business and not for the purpose of consummating a sale that has been made at, in, on or from the Demised Premises and/or for the purpose of depriving Landlord of the benefit of such sales that otherwise would have been made at, in or from the Demised Premises; (c) returns to shippers and manufacturers for credit; (d) sales of trade fixtures or store operating equipment after use thereof in the conduct of Tenant's business in the Demised Premises; (e) all sums and credits received in settlement of claims for loss or damage to merchandise; (f) the amount of any excise or sales tax levied upon retail sales and paid directly to the appropriate governmental authority, provided that specific record is made at the time of each sale of the amount of sales tax added to the selling price and the amount thereof is expressly charged and collected separately from the customer; (g) amounts collected for tips, employee meals and employee discounts; (h) the proceeds of any sale of all or substantially all of tenant's assets at the Premises, or entity ownership interests; and (i) insurance or condemnation proceeds; and (j) fees paid to companies providing credit card services up to a maximum amount and not to exceed 2.50% of Tenant's Gross Sales attributable to credit card sales. Gross Sales shall also include all deposits not refunded to purchasers, all service charges for layaway sales, and all amounts received from interest on charge accounts and other finance charges. Gross Sales shall include lottery ticket sales or other tickets sold by Tenant for the full amount of the ticket price, not the commission income earned by Tenant. All moneys or other things of value not herein specifically excluded from Gross Sales shall be deemed included. There shall be no deduction from Gross Sales for the return of merchandise to the Demised Premises that was ordered by the customer from Tenant's website (or other electronic media) or that was ordered from Tenant's catalog, unless such orders were initiated at the Demised Premises and the proceeds of such orders were originally included in Gross Sales. Furthermore, those items specifically excluded or deductible from Gross Sales are agreed to by Landlord provided complete, accurate and separate records are maintained and preserved to identify actual amounts of the exclusion(s) or deduction(s) for the Demised Premises by the Tenant.

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Tenant shall keep at the Demised Premises a permanent, accurate, and complete set of books and records of Gross Sales, including all exclusions and deductions, together with supporting receipts, register tapes, charge slips, and other customary supporting records and reports (the "Sales Records"). All of the Sales Records shall be kept for at least three years after the expiration of the Lease Year with respect to which the Sales Records pertain. Landlord and its employees and agents may inspect and audit the Sales Records during such three-year period at all reasonable times during ordinary business hours. If there is a dispute as to the amount of Gross Sales for any year within such three-year period, then Tenant shall keep the Sales Records for such year until the dispute is settled. The obligation of Tenant to keep Sales Records shall survive the expiration or termination of the Term of this Lease.

SECTION 2.03. REAL PROPERTY TAXES.

(a) In addition to the Base Rent, Tenant shall pay before delinquency, as additional rent, the real property taxes, hereinafter defined, levied upon the Demised Premises for each Lease Year during the Term. Landlord shall, upon receipt of tax bill(s) issued by the applicable governmental authority evidencing the actual real property taxes levied on the Demised Premises for the applicable year, notify Tenant in writing pursuant to Section 19.06 of this Lease of the amount of the real property taxes actually levied on the Premises for such year, which notice shall be accompanied by a copy of the tax bill(s) issued by the applicable governmental authority evidencing same and Tenant shall pay same before delinquency.

(b) For the purpose of this Section 2.02, the "real property taxes" means the total of all real property taxes and special assessments which may be levied or assessed by any lawful governmental authority against the land, building and other improvements comprising the Demised Premises at the commencement of the term of this Lease or hereafter acquired, annexed or constructed, (provided, however, Tenant shall not be responsible for any real property tax increases based upon Landlord's voluntary improvements to the Demised Premises) and the total of all increases thereof in any and all tax years throughout the term of this Lease, whether such increases are occasioned by an increase in the tax rate thereon, an increase in the assessed valuation thereof, or the levy, assessment or imposition of any real estate taxes or special assessments as such not now levied, assessed or imposed, or as otherwise occasioned. The foregoing notwithstanding, "Real Property Taxes" shall not include (i) any franchise, excise or receipts tax imposed upon Landlord; or (ii) lump sum payments for special assessments to the extent such payments are allocable to the period following expiration of the Term of this Lease. If Landlord shall obtain a refund or abatement of any Real Property Taxes to which Tenant contributes, Landlord shall refund to Tenant its share thereof.

(c) If the Real Property Taxes subsequently shall be adjusted, corrected or reduced whether as the result of protest, by means of agreement or as the result of legal proceedings, the Real Property Taxes for the purpose of computing any additional rent payable pursuant to this Article shall be the Real Property Taxes as so adjusted, corrected or reduced. Upon Tenant's request, Landlord shall make available to Tenant for Tenant's review, at such reasonable time and place as Landlord shall select the records of Real Property Taxes as maintained by Landlord, including without limitation copies of tax bills issued by the respective taxing authority and evidence of tax payments.

(d) Tenant shall have the right (but not the obligation) at any time during the term to commence appropriate proceedings to challenge the amount of taxed imposed or assessed by the applicable governmental authority whether in its own name or in Landlord's name, and Landlord shall cooperate with Tenant in connection therewith.

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SECTION 2.04 ADDITIONAL RENT.

Tenant shall pay as additional rent any money required to be paid by Tenant under this Lease, other than the Base Rent, whether or not the same be designated "additional rent." Additional Rent is not part of Base Rent and is not included in the calculations set forth in Section 2.01 with respect to the Option Terms. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.

SECTION 2.5 PAST DUE RENT AND ADDITIONAL RENT.

If Tenant shall fail to pay any installment of rent within five (5) days of the date that such rent is due and payable, Tenant shall pay to Landlord a late charge equal to Five Hundred Dollars ($500.00).

Section 2.6 PAYMENT DUE ON COMMENCEMENT DATE.

[redacted]

Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes

ARTICLE III
CONSTRUCTION, ALTERATION, RENOVATION AND
FINANCING OF IMPROVEMENTS AND ADDITIONS TO THE DEMISED PREMISES

SECTION 3.01. CONDITION OF PREMISES.

Tenant hereby agrees that it has seen and viewed the Demised Premises and is satisfied and content with same and that Tenant hereby accepts possession of the Demised Premises and does so with the Premises in "as-is" condition. Notwithstanding the foregoing, prior to accepting the maintenance responsibilities described herein, and within thirty (30) days of the Commencement Date, Tenant shall have the right to retain a qualified professional to inspect the HVAC & mechanical systems of the Demised Premises for proper functionality. If the inspection reveals that such HVAC & mechanical systems are lacking in functionality or are in need of extensive repair, Landlord will have the obligation to remediate such issues prior to Tenant assuming its maintenance responsibilities herein.

SECTION 3.02 TENANT IMPROVMENTS

Tenant shall not do any work or make any alterations, additions or improvements (collectively, “Alterations” and sometimes hereinafter also referred to as “work”) in and to the Demised Premises, without Landlord’s prior consent, which Landlord shall not unreasonably withhold, condition or delay. Notwithstanding anything in this Lease to the contrary, Landlord’s consent shall not be required for decorative interior work such as (without limitation) decorations, painting and floor coverings, or for any non-structural Alteration the cost of which does not exceed $100,000.00. Landlord shall cooperate with Tenant in all reasonable respects to Alterations permitted hereunder including, without limitation, in obtaining any permits, approvals or certificates required to be obtained by Tenant in connection therewith.

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The cost of all Alterations shall be at Tenant's expense. Tenant shall fulfill all of the following conditions at Tenant's expense prior to commencement of any Alterations for which Landlord's consent is required: (a) Tenant shall submit to Landlord a certification from a licensed engineer or architect as to the estimated aggregate cost involved; (b) Tenant shall submit to Landlord for its approval plans in a .pdf format and specifications in detail reasonably satisfactory to Landlord as well as a certification from Tenant's licensed engineer or architect that none of the proposed work shall adversely affect the structure of the Demised Premises or its service systems (including, without limitation, the water, electric, heating, fire safety, air conditioning and plumbing systems); (c) Tenant shall deliver to Landlord proof reasonably satisfactory to Landlord that Tenant and its contractor(s) have obtained the following insurance coverage in connection with the work: special form builder's risk insurance in the amount of the replacement cost of the improvements to the Demised Premises minimum $1,000,000 commercial general liability per occurrence, $2,000,000 aggregate; $1,000,000 property damage liability; worker's compensation and employee's liability coverage covering all employees of the contractor(s) and any subcontractor(s), and if contractor is doing design work Design/Build Liability Insurance with limits not less than the amount necessary to redo contractor's work with insurance carrier(s) that meet with Landlord's reasonable approval, naming Landlord and such others as Landlord may designate, as additional insureds, with the broadest possible coverage with no change or termination of any coverage to be effective without at least ten (10) days prior written notice from the carrier(s) to Landlord; and (d) Tenant shall deliver to Landlord copies of all requisite permits, approvals and certificates. Tenant shall deliver to Landlord all certificates of completion or occupancy as the case may be promptly after receipt.

Notwithstanding anything in this Lease to the contrary Landlord hereby consents to the signage currently in place as of the Effective Date of this Lease.

At all times during the Term (and any extension thereof), and at any time during performance of or after completion of any Alterations performed by or on behalf of Tenant, if requested by Landlord in writing, Tenant shall at all times deliver to Landlord such lien waivers and/or general releases of liens, satisfactions, contractors' (including subcontractors') final payment affidavits and Termination of Notice of Commencement or other similar document filed, together with as-built drawings and a list and description of all work performed by the contractor and/or subcontractors.

No amendments or additions to Tenant's plans and specifications as previously approved by Landlord shall be made without Landlord's prior written consent which Landlord shall not unreasonably withhold, condition or delay, and only after Tenant submits to Landlord the plans in a .pdf format and specifications as modified. The standards of quality, utility and appearance of the proposed alterations shall conform to the then standards for the Demised Premises.

All work shall be done substantially in accordance with the plans and specifications in a good and workmanlike manner, in compliance with this Lease, all matters of record, the advice of all insurance bodies, and all applicable laws, codes, ordinances, rules and regulations then in effect. Tenant will remedy at Tenant's own expense all defects in all such work.

Tenant will reimburse Landlord upon demand, as Additional Rent, for any reasonable expenses incurred on account of Tenant's failure to comply with any of the foregoing requirements of this Section 3.02.

Tenant shall promptly pay all costs and expenses of such alterations and shall not do or fail to do any act which may render the Demised Premises or any property in the Demised Premises liable to any construction lien or other lien, chattel mortgage, conditional bill of sale, title retention agreement or other charge; and if any of the same be filed, Tenant, at its expense, shall remove the same of record within ten (10) days after notice of such filing.

Tenant agrees to defend (at the written request of Landlord), indemnify and save Landlord harmless against all claims, reasonable attorneys' fees through appellate level including reasonable attorneys' fees incurred in the enforcement of these provisions, by reason of any liens, chattel mortgages, conditional bills of sale, title retention agreements or other charges of any kind which may be incurred by or become chargeable against Landlord, the Demised Premises or any property in the Demised Premises, by reason of any work done, or claimed to have been done, or any materials furnished or claimed to have been furnished to the Demised Premises in connection with Tenant's Alterations.

At all times during the making of Alterations, Landlord shall be entitled to have its representatives present on the site for inspection purposes and the representatives shall have unrestricted access to all parts of the Demised Premises provided that in exercising such right of access Landlord shall make commercially reasonable efforts to minimize disruption to Tenant's business and Alteration work. Such presence and/or inspection, however, shall not impose any obligation whatsoever on Landlord or its representatives nor render Landlord or its representatives liable in any way for improper work or faulty materials. Tenant will not, either directly or indirectly, use any contractors, labor or materials if such use might create difficulty with other labor then engaged by Tenant, Landlord or others in the construction, operation or maintenance of the Demised Premises or any part thereof. Landlord makes no representations as to the design, feasibility or efficiency of Tenant's work, or whether Tenant will be able to obtain the required permits, approvals and certificates therefor.

The Demised Premises shall not be liable for or subject to any mechanic's, materialmen's, or laborer's liens for improvements or work made by or for Tenant; whether or not it is made or done in accordance with any agreement between Landlord and Tenant. All persons dealing with Tenant shall be placed upon notice of this provision.

NOTICE UNDER SECTION 713.10 OF THE FLORIDA STATUTES. THE INTEREST OF LANDLORD IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY OR FOR TENANT, WHETHER OR NOT THE SAME SHALL BE MADE OR DONE IN ACCORDANCE WITH ANY AGREEMENT BETWEEN LANDLORD AND TENANT; AND IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL LANDLORD OR THE INTEREST OF LANDLORD IN THE DEMISED PREMISES BE LIABLE FOR OR SUBJECT TO ANY MECHANIC'S, MATERIALMEN'S OR LABORER'S LIENS FOR IMPROVEMENTS OR WORK MADE BY OR FOR TENANT; AND THIS LEASE SPECIFICALLY PROHIBITS THE SUBJECTING OF LANDLORD'S INTEREST IN THE DEMISED PREMISES TO ANY MECHANIC'S, MATERIALMEN'S OR LABORER'S LIENS FOR IMPROVEMENTS MADE BY TENANT OR FOR WHICH TENANT IS RESPONSIBLE FOR PAYMENT UNDER THE TERMS OF THIS LEASE. ALL PERSONS DEALING WITH TENANT ARE HEREBY PLACED UPON NOTICE OF THIS PROVISION.

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If any mechanic's lien or other lien, or order for the payment of money, should be filed against the Demised Premises, or any improvements thereon, by reason of any work alleged to have been done by or for Tenant, then Tenant, within thirty (30) days after receipt of written notice thereof from Landlord, shall cause the same to be discharged of record, by use of bond or otherwise, at the election and expense of Tenant. In any action, suit or proceeding which may be brought for the enforcement of any such lien or order, Tenant must defend (if requested by Landlord), indemnify and hold harmless Landlord from all costs, damages, suits, liabilities and/or losses including but not limited to reasonable attorneys' fees incurred in the enforcement of this indemnity. This provision shall survive the termination or expiration of this Lease, as applicable.

If Tenant does not remove any mechanic's lien or other lien, or order for the payment of money, filed against the Demised Premises, or any improvements thereon, within thirty (30) days after written notice from Landlord, Landlord will have the right to remove same by any method elected by Landlord, including through bonding, and all reasonable sums expended by Landlord for such removal, including reasonable attorney's fees, shall be paid by Tenant to Landlord on demand and shall be deemed Additional Rent.

Landlord's consent herein shall not be deemed to constitute any consent or permission to do anything which may create or be the basis of any lien or charge against the interests of Landlord in the Demised Premises. At any time as requested by Landlord, Tenant will, at Tenant's expense, and as Landlord reasonably requires, provide and furnish to Landlord any or all of the following: (a) waivers of lien satisfactory to Landlord; or (b) bonds or other assurances in amounts reasonably satisfactory to Landlord covering the costs of the work to be performed by Tenant. Tenant shall secure the release and/or discharge of any claim alleged to constitute such lien or encumbrance, and will hold Landlord and its managing agent harmless and indemnify against the same. Tenant shall give written notice to each contractor of the provisions of this paragraph, consistent with §713, Florida Statutes.

Tenant hereby agrees to indemnify, defend (at the written request of Landlord), release, save and hold harmless Landlord and its managing agent and employees from and against any and all suits, claims, actions, losses, costs, liabilities and/or expenses (including without limitation claims for worker's compensation and reasonable attorneys' fees incurred in the enforcement of this indemnity) based on personal injury or property damage caused in the performance of the work by Tenant, Tenant's agents or contractors engaged by Tenant. Tenant will repair or replace, or at Landlord's election reimburse Landlord for the cost of repairing or replacing any portion of the Demised Premises or item of its equipment, or any of Landlord's real or personal property damaged by Tenant's work, or which was lost or destroyed in the performance of the work, excluding damage caused by the negligence or breach of Landlord or its agents or employees. This provision shall survive the termination of this Lease.

If any shutdown of plumbing, electrical or air conditioning equipment becomes necessary, Tenant shall notify Landlord and Landlord will determine in its reasonable discretion when such shutdown may be made; and any such shutdown shall be done only when Landlord has been given such notice and an agent or employee of Landlord may be present, except in case of emergency or life-safety when no such notice shall be required. Tenant will reimburse Landlord for the expense of any such employee or agent.

Tenant shall provide for and pay all costs and expenses of cleaning the work area and any cleanup required in adjacent areas as a result of the work.

Landlord will not be responsible for the maintenance or the balancing of any air conditioning system or maintenance of the electrical or plumbing work installed by Tenant's contractors, nor for maintenance of lighting fixtures, partitions, doors, hardware, or any other installations.

The provisions herein are for the benefit of Landlord and Tenant only, and no other person shall be entitled to benefit thereby.

All of Tenant improvements which are affixed to the real estate except trade fixtures shall become the property of Landlord upon Tenant's permanent vacatur of the Demised Premises upon the expiration or termination of the Lease, unless Landlord requests, in writing in reasonable advance time accordance with the terms of this Lease, that Tenant removes such improvements, in which event Tenant shall do so prior to the termination of the Lease and repair the damage, if any, caused by installation or removal, all at Tenant's expense.

Nothing contained herein or by reason of Landlord's consent to Tenant's work shall be construed to be certification that the work complies with any State, local or federal requirements or that the design, materials, specifications or equipment is appropriate for its intended purpose or otherwise deemed to make Landlord liable for any defects of any nature nor be deemed to make Landlord a joint venture with Tenant.

SECTION 3.03 AMERICANS WITH DISABILITIES ACT.

Tenant acknowledges and agrees that effective January 26, 1992, the Americans with Disabilities Act, including each of the four (4) Titles of the Act, and more specifically Title III of the Act (collectively, the "Act"), is in full force and effect and is applicable to the Demised Premises pursuant to action passed by the United States Congress and the Act is designed to regulate and allow for the equal accessibility of the disabled and impaired person or persons within the Premises (the Act and all rules, regulations, judicial and administrative rulings and decisions, standards and codes, as the same may be hereafter amended, supplemented and/or modified, are collectively referred to as the "ADA").

Tenant shall be solely responsible for compliance, at its sole cost and expense, with the ADA relative to the Premises and anything or matter related to the Tenant's Use affecting the Demised Premises and Tenant hereby releases, and shall defend (at the written request of Landlord), indemnify and hold Landlord harmless against any fines, costs, liabilities, damages, litigation, suits, losses and/or liens (including, without limitation, reasonable attorneys' fees and court costs through trial and on appeal including attorneys' fees incurred in the enforcement of this provision) that may result from Tenant's noncompliance with the ADA. Landlord shall not be responsible for any legal, civil or criminal action taken by any individual, firm or governmental authority relating to Tenant's non-compliance with the ADA. This indemnification shall survive the termination of this Lease.

Without limiting the generality of the foregoing, Tenant shall be responsible for compliance, at its sole cost and expense, with requirements imposed by disability laws with regard to the Demised Premises, including, without limitation, all such requirements applicable to removing barriers, furnish auxiliary aids, and ensuring that, whenever alterations are made, the affected portion of the Demised Premises are readily accessible to and usable by individuals with disabilities, as said terms are defined by ADA. Further, in addition to any other provisions of this Lease, in the event that the Landlord is notified by the appropriate governing authority at any time that the Demised Premises are not in compliance with ADA, then, upon written demand by the Landlord for the Tenant to bring the Demised Premises into compliance, the Tenant shall effectuate such repairs or alterations as may be required to effectuate such compliance (any such alterations being subject to the remaining terms of this Lease with regard to Landlord's consent to alterations), and Tenant's failure to accomplish such repairs or alterations within thirty (30) days of receipt of the notice from Landlord, shall constitute an event of default under the terms of this Lease unless such repairs cannot be accomplished within said thirty (30) days, if Tenant has commenced such repairs and is diligently pursuing to completion such delay shall not be an event of default. Additionally, in the event that after Landlord having given Tenant notice that the Premises are not ADA compliant and Tenant’s failure to cure and comply with such ADA requirements, Landlord may, in its sole discretion, but shall not be obligated to, effectuate such steps as may be necessary in order to enhance the level of compliance and, in that event, the Tenant shall pay the Landlord, within fifteen (15) days of demand by the Landlord, a sum sufficient to reimburse the Landlord for all expenses incurred by the Landlord in effectuating such enhancement to the compliance. Additionally, in the event that the Landlord determines, in its sole discretion, that the Demised Premises are not in compliance with ADA, then, upon written demand by the Landlord for the Tenant to bring the Demised Premises into compliance, the Tenant shall effectuate such repairs or alterations as may be required to effectuate such compliance (any such alterations being subject to the remaining terms of this Lease with regard to Landlord's consent to alterations), and Tenant's failure to accomplish such repairs or alterations within thirty (30) days of receipt of the notice from Landlord, shall constitute a default under the terms of this Lease unless such repairs cannot be accomplished within said thirty (30) days, if Tenant has commenced such repairs and is diligently pursuing to completion such delay shall not be an event of default. Within ten (10) days after receipt, of any alleged or threatened ADA violation(s) for noncompliance (whether in the form of a notice, citation, demand, corrective action, lawsuit, or otherwise (without limitation)) pertaining or affecting the Demised Premises, Landlord and/or Tenant, depending on whom is in receipt of such alleged or threatened ADA violation(s) for noncompliance, shall advise the other party (not in receipt of the alleged or threatened ADA violation(s) for noncompliance) in writing, and provide copies of same.

ARTICLE IV
CONDUCT OF BUSINESS BY TENANT

SECTION 4.01. USE OF DEMISED PREMISES.

Tenant shall use the Demised Premises for the purpose of conducting a restaurant, bar, private parties and events and the like, sale of related merchandise, purposes ancillary thereto, and for no other purpose without the written consent of Landlord, which Landlord shall not unreasonably withhold, condition or delay. Operations on the premises, shall be defined as any and all business or businesses that operate on or originate from the leased Demised Premises.

ARTICLE V
SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

SECTION 5.01. REMOVAL AND RESTORATION BY TENANT.

All personal property, furnishings, machinery, fixtures, equipment and improvements (trade or otherwise) which Tenant installs in the Demised Premises shall remain the property of Tenant (unless attached to the structure in a way that is generally considered real property, (ex. hoods, elevators, walkins) and, upon termination or expiration of the term of this Lease, Tenant has the right to remove the same from the Demised Premises no later than the termination or expiration date hereof. At the end of the Term, Tenant shall, at its expense, remove from the Demised Premises all items and structural characteristics that are indicative of Tenant's business, and otherwise to "de-identify" the Demised Premises, as Tenant reasonably believes necessary or appropriate for the protection of Tenant's interest in Tenant's trademarks, trade names, or copyrights, provided Tenant shall repair any damage to the Demised Premises caused by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes, reasonable wear and tear excepted. In no event shall Tenant remove any restrooms, flooring, ceilings, electrical, HVAC systems, elevator, hood, or fire suppression equipment. All other utility systems which are removed will be capped and returned to a condition compatible with code requirements. Any removal of furnishings, machinery, fixtures, equipment, improvements, or personal property by Tenant shall be conducted in a good and workmanlike manner, and Tenant shall diligently and promptly repair or restore any injury or damage done to the Demised Premises in connection with such removal. If Tenant fails to remove any alterations, decorations, additions and improvements required by this Lease to be removed, or fails to restore the Demised Premises, reasonable wear and tear excepted, then upon the expiration of this Lease, and upon Tenant's removal from the Demised Premises, any such alterations, decorations, additions and improvements may be removed by Landlord at Tenant's reasonable expense, and this provision shall survive the expiration or other termination of this Lease.

ARTICLE VI
MAINTENANCE AND REPAIR OF DEMISED PREMISES

SECTION 6.01. MAINTENANCE AND REPAIR BY LANDLORD.

Landlord’s responsibility for maintenance, repair and replacement shall be limited solely to the building foundation, footings, floor slab (but not flooring), load bearing walls, and roof structure (but not roofing or roof membrane) , except that Landlord shall not be responsible to make any of these repairs that are made necessary by any act or neglect of Tenant or any person invited or employed by, or under the control of Tenant. Except for the noted exceptions above, this shall be treated as a triple net lease.

SECTION 6.02. MAINTENANCE AND REPAIR BY TENANT.

Tenant shall, at all times during the Term, and at Tenant's expense, maintain the Demised Premises in a clean, orderly, safe and sanitary condition, and keep all areas in the Demised Premises in a clean, orderly, safe and sanitary condition, free of debris, provide that nothing in this sentence shall diminish Landlord’s obligations with respect to the Easement Premises under Section 1.01(c).

In addition, Tenant shall at all times during the Term shall keep the Public Boardwalk/Deck Area in a clean, orderly, safe and sanitary condition, and free of debris.

At all times during the Term, Tenant shall be obligated, at its sole cost and expense, to make all repairs and replacements to, maintain, and test, if required, the Demised Premises and all improvements and mechanical components which are not the obligation the Landlord under Section 6.01 above, including, without limitation, (i) any glass windows, doors and door hardware, (ii) interior walls, floor coverings, columns and partitions, (iii) fixtures, (iv) heating, ventilating and air conditioning appliances, (v) plumbing, electrical and sewage facilities, (vi) signage in a neat and attractive condition at all times, (vii) water supply line and back flow device or devices, (viii) all utilities, water, sewer and cable connections from the Building to the interior of the Demised Premises, and (ix) any and all other appurtenances of the Demised Premises. Tenant shall be solely responsible to maintain, repair and replace such equipment at its sole expense, including but not limited to the curb on which the air-conditioning unit is placed, (x) Tenant shall be solely responsible for the extermination of pest, termite, rodent and organisms from the Demised Premises and shall hire an extermination service to treat the Demised Premises on a regular and periodic basis, in no event less than quarterly. If requested by Landlord, Tenant shall deliver a copy of the extermination service contract for covering these periodic services.

If Tenant fails to make necessary repairs which are Tenant's responsibility under this Lease, and then fails to cure such default within the time provided in Article XIV, then Landlord shall have the right to make or cause such repairs to be made at Tenant's reasonable expense, as Additional Rent, provided that in exercising such right Landlord shall make commercially reasonable efforts to minimize disruption to Tenant's business; provided, however, in the event such repairs cannot be accomplished within the time provided in article XIV, if Tenant has commenced such repairs and is diligently pursuing to completion such delay shall not provide Landlord with the right to make or cause such repairs to be made at Tenant's reasonable expense, as Additional Rent. Notwithstanding anything in the immediately preceding sentence, no such notice shall be required in the event of an emergency life-safety issue. However, nothing herein shall be deemed to impose any duty upon Landlord to do any such work which, under any provisions of this Lease, Tenant shall be required to perform. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for maintenance, repairs or replacements rendered necessary solely by the negligence, misconduct or breach of this Lease by Landlord, its agents, licensees, employees, or independent contractors.

SECTION 6.03. HAZARDOUS MATERIALS.

(a) Tenants Obligations. Any materials or other items which qualify as Hazardous Wastes or Toxic Substances located in or around the Demised Premises and not present on the Commencement Date or brought upon the Demised Premises by Landlord or its agents subsequent to the Commencement Date, shall immediately be removed from the Demised Premises at Tenant's cost and expense. Landlord shall have no obligation to inspect for or discover such materials or other items after the Commencement Date. Tenant hereby indemnifies and holds the Landlord harmless from and against any liability, loss or expense (including reasonable attorneys' fees and disbursements) which it may incur or sustain in connection with the existence or removal of such Hazardous Wastes or Toxic Substances. Tenant will not permit to be conducted on the Demised Premises any activity which might involve the generation, treatment or disposal of Hazardous Wastes or use Toxic Substances.

(b) Definitions.

(i) As used herein, "Toxic Substances" means and includes materials or gases present at any time on the Demised Premises which have been shown to have significant adverse effects on human health or which are subject to regulation under the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.,* applicable state law, or any other applicable Federal or state laws now in force or hereafter enacted relating to Toxic Substances. The term "Toxic Substances" includes but is not limited to asbestos, polychlorinated biphenyls, and lead-based paints, but does not include small quantities of such materials present on the Demised Premises in retail containers.

(ii) As used herein, "Hazardous Wastes" means and includes all waste materials subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.,* or applicable state law, and any other applicable Federal or state laws now in force or hereafter enacted relating to hazardous waste disposal.

(c) Indemnification of Parties. Landlord represents that as of the Commencement Date, to the best of its knowledge there are no Toxic Substances or Hazardous Wastes in, on, under or about the Demised Premises or the land on which the same are located. Tenant, with respect to Hazardous Substances brought upon the Demised Premises by it or its directors, officers, contractors, employees, agents, customers, parents, subsidiaries, successors and assigns, shall protect, indemnify and hold harmless Landlord and its directors, officers, contractors, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense, or liability (including attorneys' fees and costs) directly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or the presence of a Hazardous Substance on, under or about the Demised Premises or the land on which the same are located, or a breach of any representation, warranty, covenant or agreement contained in this Section. The foregoing indemnities shall survive the termination of this Lease. In the event of any governmental or court order concerning Hazardous Substances on the Demised Premises (not caused by Tenant) that precludes Tenant from reasonable operation of its business on the Demised Premises, Tenant may cease operating and rent shall be abated. If such governmental or court order is not resolved within six (6) months, Tenant may terminate this Lease.

ARTICLE VII
INSURANCE AND INDEMNITY

SECTION 7.01. TENANT'S INSURANCE.

Tenant, at its own expense, shall carry and maintain, with a company reasonably satisfactory to Landlord, (a) public liability insurance with a combined single limit of not less than $1,000,000.00/2,000,000.00),for personal injury and property damage along with an umbrella policy of not less than $5,000,000.00, including a contractual liability endorsement with respect to the indemnification of Landlord as required by this Lease, which insurance policy or policies shall name Landlord, any person, firms or corporations who have an insurable interest and so designated by Landlord, and Tenant as named insureds, and shall insure Landlord and Tenant from and against claims for personal injuries or property damage suffered or sustained by Tenant and/or third persons' while upon such Demised Premises and the Insured Premises and (b) fire, extended coverage and other insurance including an "all perils" endorsement covering the Demised Premises and the Insured Premises (excluding however any portions of the Insured Premises not located within the Demised Premises), including other contents on the Demised Premises and the Insured Premises, in an amount equal to eighty percent (80%) of full replacement cost thereof and so as to prevent the application of co-insurance provisions.

SECTION 7.02. FIRE INSURANCE PREMIUMS.

Tenant, at its sole cost and expense, will obtain and, throughout the term of this Lease maintain in full force and effect a policy or policies of insurance insuring the Demised Premises and the Insured

Premises (excluding however any portions of the Insured Premises not located within the Demised Premises), against damage or destruction by fire or other casualties insured under extended coverage endorsement.

SECTION 7.03. OTHER INSURANCE.

Tenant, at its sole cost and expense, will obtain and, throughout the term of this Lease maintain in full force and effect a policy or policies of insurance as follows:

(a) Liquor liability insurance in a minimum amount of $1,000,000 per occurrence (or each common cause) and in a minimum amount of $2,000,000 in the aggregate.

(b) Tenant shall provide loss of rent coverage for a period of twelve (12) months.

(c) Standard form worker's compensation and employer's liability insurance covering all Tenant's employees for injury or illness suffered in the course of or arising out of their employment, providing statutory worker's compensation benefits and employer's liability limits of not less than $1,000,000.00).

(d) Tenant shall reimburse landlord for the cost of the annual Flood Insurance premium which policy shall be maintained by the Landlord.

SECTION 7.04. GENERAL PROVISIONS.

Tenant's policies will: (i) Name Landlord, and any mortgagee of Landlord, in each case, as applicable and as may exist from time to time, as Loss Payee and/or Mortgagee, as their respective interests appear, contain the Mortgagee's standard mortgage clause and contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and those for whom the Landlord is in law responsible; (ii) be taken out with financially responsible insurance companies with a A.M. Best Rating of not less than A VIII licensed to do business in the state of Florida; (iii) be non-contributing with and apply only as primary and not as excess to any other insurance available to the Landlord; (iv) not be invalidated as respects the interests of the Landlord and the mortgagee by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies; and (v) contain an undertaking by the insurers to notify the Landlord and the mortgagee in writing not less than thirty (30) days prior to any material change, cancellation or non-renewal. The certificates of insurance evidencing such policy coverages as required under this Lease shall be in a form reasonably acceptable to the Landlord and will be delivered to the Landlord prior to Tenant's possession, use or occupancy of the Demised Premises, and thereafter at all times during the Term prior to the expiration of such policies, and/or as Landlord may reasonably request evidence thereof from time to time during the Term.

If any insurance policy is cancelled or the coverage reduced by the insurer by reason of the use and occupation of the Demised Premises, it shall be deemed a Default under the terms of this Lease and if the Tenant fails to remedy the condition giving rise to cancellation or reduction of coverage within fourteen (14) business days after notice by the Landlord, the Landlord may, at its option, either (a) declare a Default under the terms of this Lease or (b) at the Tenant's expense, enter upon the Demised Premises and remedy the condition giving rise to the cancellation, threatened cancellation or reduction.

The policy coverages as required under this Lease shall be delivered to Landlord no later than the day that Landlord delivers possession of the Demised Premises to Tenant, and thereafter annually at all times during the Term prior to expiration of any insurance coverages, and as Landlord may request from time to time. In the event Tenant fails to carry the insurance policies as required by this Section, Landlord shall have the right but not the obligation to obtain such policy or policies or such additional coverage if not obtained after giving Tenant five (5) business days' written notice, the cost of which shall be paid by Tenant with ten (10) business days' demand by Landlord, as Additional Rent.

SECTION 7.05. INDEMNIFICATION.

In addition to and not in lieu or any other indemnity provisions under this Lease, Tenant hereby indemnifies, defends and agrees to save Landlord harmless from and against all claims suits, damages, liabilities, losses, costs and/or expenses (including, without limitation, any and all reasonable attorneys' fees and court costs through trial and on appeal including reasonable attorneys' fees incurred in the enforcement of this provision) which either (i) arise from or are in connection with the possession, use, occupation management, repair, maintenance or control of the Demised Premises and or the Insured Premises, or any portion thereof by Tenant; (ii) arise from or are in connection with any wrongful act or omission of Tenant or Tenant's employees, servants, agents, licensees, Tenants, subtenants, assignees, contractors, and successors; (iii) result from any default, breach, violation or nonperformance of this Lease or any provision of this Lease by Tenant; or (iv) result in injury to person or property or loss of life sustained in, on or about the Demised Premises or the Insured Premises. Tenant shall defend any claims against Landlord with respect to the foregoing or in which Landlord may be impleaded. Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Landlord in connection with the foregoing. This provision shall survive the termination of the Lease. Similarly, Landlord shall indemnify, defend and hold harmless Tenant (and all of Tenant's agents, representatives, employees, insurers, members, managers, shareholders, partners and attorneys) (the "Tenant Parties") from any and all losses, damages, liabilities and expenses (including without limitation reasonable attorney's fees and expenses) that are incurred by a Tenant Party and derive from a claim made by a third party against such Tenant Party arising from or alleged to arise from (a) the breach of any covenant to be performed by Landlord under this Lease (b) an intentional misrepresentation made by Landlord, or (c) any event or circumstance that occurs during the Term in or in the vicinity of the Demised Premises as a result of any act or omission of Landlord or its agents, representatives, employees, members, managers, shareholders, or partners. The indemnification under this Article and the indemnifications set forth elsewhere in the Lease shall exclude loss, liability, claims and expenses to the extent incurred by reason of the gross negligence or willful misconduct of any indemnified party.

SECTION 7.06. RELEASE AND WAIVER OF SUBROGATION.

Whenever, (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty is incurred to the Demised Premises, the building or contents thereof by either party to this Lease and (ii) the party that is responsible to repair, rebuild and restore under the terms under this Lease is covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party responsible to repair, rebuild and restore and so insured for itself and its insurer(s) hereby releases the other party and its insurer(s) from any and all right of recovery against the other party and its insurer(s) it may have on account of such loss, cost, damage or expense but only to the extent of any amount actually insured and recovered by such insurance and waives any right to subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof. Because this Section will preclude assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company, written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this Section. In the event that Landlord's or Tenant's the insurance company refuses to write or endorse a policy of insurance containing the waiver provisions contained in this Section, and no other reputable insurance company will do so, without the same affecting the coverage thereunder, then and in such event, such party shall notify the other party, in writing, and, upon the giving of such written notice, this provision shall be void and of no further force or effect. Tenant also waives and release Landlord, its agents, officers and employees of and from any and all rights of recovery, claim, action or cause of action for any loss or damage insured against under any other policies of insurance carried by Tenant.

ARTICLE VIII
UTILITIES AND SALES TAX

SECTION 8.01. UTILITY CHARGES.

Tenant shall be solely responsible for and shall promptly pay all charges for heat, water, electricity or any other utility or sewer service used or consumed by it in the Demised Premises from the signing of this Lease. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Demised Premises, unless caused by Landlord′s negligence or willful misconduct.

SECTION 8.02 SALES TAX

Tenant shall be solely responsible for, and shall promptly pay, all sales tax generated from its operations on the Demised Premises and shall within five (5) days of filing sales tax returns with the State of Florida provide Landlord a copy of the sales tax report and proof of payment. Nonpayment of Sales Tax, or failure to timely provide Landlord with each monthly sales tax receipt for any and all businesses that operate or originate from the Demised Premises, shall be a material breach of this Lease. Accurate sales tax receipts for any and all business operating or originating from the Demised Premises shall be used to calculate the average gross sales during the various terms of this lease as more particularly stipulated in ARTICLE II, RENT.

SECTION 8.03 FINANCIAL REPORTING

Tenant shall provide to Landlord all monthly State of Florida Sales and Tax reports which shall be signed and certified by the Tenant to be true and correct. Tenant’s certification shall be executed by the officer, manager, member, general partner, or such other party having knowledge of the matters set forth in such reports and as appropriate to and with legal authority to act on behalf of Tenant.

ARTICLE IX
OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

SECTION 9.01. OFFSET STATEMENT, ESTOPPEL.

Within twenty (20) days after written request therefor by Landlord, or in the event that upon any proposed sale, assignment or hypothecation of the Demised Premises and/or the land thereunder by

Landlord, an offset statement or estoppel certificate shall be required from Tenant, Tenant agrees to execute and deliver such statement or certificate in or upon the reasonable form supplied by Landlord or any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect that there are no defenses or offsets thereto or defaults thereunder (or stating those claimed by Tenant) and containing such other information relevant to this Lease as may be reasonably required by such proposed mortgagee, purchaser or the holder of any underlying Lease.

SECTION 9.02. ATTORNMENT.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease; provided that such purchaser shall assume all of the obligations of Landlord under this Lease.

SECTION 9.03. SUBORDINATION.

Tenant agrees that this Lease shall be subordinate to any mortgages, deeds of trust, ground or underlying Lease, or the lien resulting from any other method of financing or refinancing that may now or hereafter be placed upon the land and/or buildings of which the Premises are a part or against any buildings hereafter placed upon the land of which the Premises are a part, and to and all advances made or hereafter to be made upon the security thereof, and to the interest thereon, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that such subordination shall be in accordance with a Subordination and Non-Disturbance Agreement whereby Tenant shall be entitled to remain in possession of the Demised Premises under the terms of this Lease so long as Tenant is not in default hereunder beyond expiration of applicable grace, notice and cure periods.

SECTION 9.04. PROMPT EXECUTION OF INSTRUMENTS.

Tenant, upon written request of any party in interest, shall execute and deliver promptly such true and correct instruments, statements or certificates to carry out the intent of Sections 9.01, 9.02 and 9.03 above as shall be requested by Landlord.

ARTICLE X
<u>ASSIGNMENT AND SUBLETTING</u>

SECTION 10.01. CONSENT REQUIRED.

Except as expressly permitted herein, Tenant shall not, voluntarily or by operation of law, assign, mortgage, encumber, or in any manner transfer, in whole or in part, this Lease or any estate or interest therein, or change the legal or beneficial ownership of Tenant or of any entity of which Tenant is a subsidiary, whether voluntary, involuntary or by operation of law, including, without limitation, any change in shareholders of a corporation, members or economic interest holders of a limited liability company, or partners of a general or limited partnership, and whether by sale, assignment, bequest, inheritance, withdrawal, dissolution, merger, consolidation or reorganization *provided, however*, that Tenant may transfer all or any portion of his or her stock or membership interest in the Tenant entity to any (i) Shareholder/Member, (ii) such Shareholder's/Member's spouse or lineal descendants; (ii) such Shareholder's/Member's trust for estate planning purposes (each a "<u>**Permitted Transferee**</u>") without the consent of Landlord. Nor shall Tenant sublet or license, or otherwise permit the occupancy of, the

Demised Premises or any part thereof, without Landlord's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.

The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. In the event that Landlord consents to such assignment, Tenant shall have no liability for obligations under this Lease accruing after an assignment, however, Tenant shall remain liable for any and all obligations under this Lease arising prior to such assignment. If the Premises or any part thereof be sublet which is approved by Landlord, then, in the event Tenant fails to pay rent and such default continues and is not cured after the notice provided for in Section 14.01 of this Lease, Landlord may collect rent from the subtenant and apply the net amount collected to the rent herein reserved, but no such subletting or collection shall be deemed a waiver of this covenant, or the acceptance of the subtenant as Tenant or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained.

ARTICLE XI
WASTE, GOVERNMENTAL REGULATIONS

SECTION 11.01. WASTE OR NUISANCE.

Tenant shall not commit or suffer to be committed any waste upon the Demised Premises.

SECTION 11.02. GOVERNMENTAL REGULATIONS.

Tenant, at its sole cost and expense, shall comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities now in force or which may hereafter be in force, pertaining to the Demised Premises, and to the conduct of Tenant's business therefrom, and shall faithfully observe in the use of the Demised Premises all ordinances and statutes now in force or which may hereafter be in force. Landlord shall cooperate with Tenant in connection with any applications filed by or on behalf of Tenant for any governmental approval.

ARTICLE XII
DESTRUCTION OF DEMISED PREMISES

SECTION 12.01. TOTAL OR PARTIAL DESTRUCTION.

(a) Notwithstanding anything to the contrary contained in this Lease, in the event of damage or destruction to the Demised Premises which renders the Demised Premises untenantable, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord no later than thirty (30) days from the date of adjustment of the loss by the casualty insurer, under the following conditions: (a) the damage is such that the Demised Premises cannot be (or are not) restored within one hundred twenty (120) days from the date of adjustment of the loss by the casualty insurer or (b) the damage or destruction occurs during the last year of the Term or any remaining Option Term. Notwithstanding anything to the contrary in this Section, in the event such damage or destruction to the Demised Premises is caused by the acts, omissions, neglect or fault of Tenant and/or any of its agents, employees, invitees, licensees, contractors, representatives, successors or assigns: (i) there shall be no reduction of the Rent.

(b) If this Lease is not terminated, Tenant shall repair and restore the Demised Premises within two hundred and seventy (270) days after adjustment of the loss by the casualty insurer and this Lease shall continue, but commencing on the date of the damage or destruction and continuing until repair or restoration is substantially complete and Tenant is open for the business upon the Demised Premises, the monthly Rent shall be proportionately abated or reduced, based on the extent to which Tenant's use of the Demised Premises or essential services to the Demised Premises is impaired and the extent to which Tenant is reimbursed by its insurer for loss of income.

ARTICLE XIII
EMINENT DOMAIN

SECTION 13.01. CONDEMNATION OF DEMISED PREMISES.

If the Demised Premises or any portion thereof (including any required parking necessary to operate the restaurant in the Demised Premises) are taken under the power of eminent domain, (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the earliest of the following to occur: (i) twenty (20) days after Tenant gives notice to Landlord of its election to vacate following the date the condemner gives a notice of intention to take or the condemning authority takes title to the Demised Premises or the portion thereof or (ii) the date the condemning authority takes possession of the Demised Premises or the portion thereof. The party who receives the condemner's notice of intention to take shall immediately give written notice of such receipt to the other party. If more than twenty-five percent (25%) of the Demised Premises or the real property of which the Demised Premises are a part, is taken by condemnation, or if the effect of condemnation is to render the Demised Premises insufficient for Tenant's uses in its reasonable business judgment, Tenant may terminate this Lease at any time after the condemning authority gives notice in writing of such election within sixty (60) days after the giving of notice of the taking or, in the absence of such notice, then within sixty (60) days after the condemning authority shall have taken possession. In the event of a partial Condemnation (i.e. a taking of a portion or portions of the Demised Premises but not the entire Demised Premises) for which the Lease is not terminated, the rent shall be equitably adjusted as of the date of such partial Condemnation.

ARTICLE XIV
DEFAULT

SECTION 14.01. DEFAULT.

(a) (a) Each of the following shall be a default by Tenant: a) Tenant's failure to pay Rent, Additional Rent, or any other amount to be paid under this Lease within five (5) days after the date due; b) Tenant's failure to perform any nonmonetary term, condition or covenant of this Lease to be observed or performed by Tenant for more thirty (30) days after written notice of such default is given to Tenant by Landlord unless such repairs cannot be accomplished within said thirty (30) days, if Tenant has commenced such repairs and is diligently pursuing to completion such delay shall not be an event of default.; c) if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease or if any report required to be furnished to Landlord pursuant to the terms of this Lease shall be inaccurate in any material respect; d) if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant, in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property; e) if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; f) if Tenant shall abandon the Demised Premises and permit or suffer same to remain closed for more than sixty (60) days (except if and to the extent occasioned by a bona fide remodeling of the Premises, Alterations or by fire or other cause beyond the control of Tenant or Force Majeure); g) suffer this Lease to be taken under any writ of execution; h) Tenant's failure to perform or observe any other Lease covenant, condition, or agreement, which failure is not cured within thirty (30) days (or as otherwise specified herein) after Landlord gives notice thereof unless such default is of such nature that it cannot be cured within such thirty-day period, in which case no default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same. (i) In addition to the defaults described above, the parties agree that if Tenant receives written notice of a material violation of the performance of the same particular term or condition of this Lease three or more times during any twelve-month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate default without any further notice by Landlord or opportunity to cure by Tenant.

Landlord shall be entitled to all remedies at law or in equity, including, but not limited to, any one or more of the following: a) Landlord may perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease that Tenant has failed to perform and of which Landlord has given Tenant notice (entering upon the Demised Premises for such purpose, if necessary), the cost of which performance by Landlord, plus interest thereon at the lesser of (i) the highest rate permitted by law, or (ii) twelve percent (12%) per annum from the date of such expenditure, and reasonable expenses incurred by Landlord, shall be deemed Additional Rent. The performance by Landlord of any Tenant obligation under this Section shall not be construed either as a waiver of the default or of any other right or remedy of Landlord with respect to such default or as a waiver of any term or condition of this Lease; b) Landlord may terminate this Lease pursuant to written notice of such intention is given by Landlord to Tenant or legal proceedings whereby a Court of competent jurisdiction enters an order of eviction. Tenant shall immediately surrender possession of the Demised Premises to Landlord, and Landlord shall, in addition to all other rights and remedies that Landlord may have, immediately become entitled to receive from Tenant: (i) an amount equal to the aggregate of all Rent which then remains due to Landlord but unpaid by Tenant as of the date of termination; (ii) reasonable costs and expenses incurred by Landlord in connection with a re-entry or taking of possession of the Demised Premises; (iii) reasonable costs and expenses incurred by Landlord in connection with making alterations and repairs for the purpose of reletting the Demised Premises; (iv) reasonable legal fees; (v) the unamortized cost of Landlord Work performed by Landlord, if any; c) With or without terminating this Lease, as Landlord may elect, Landlord may immediately re-enter and repossess the Demised Premises, or any part thereof, terminate Tenant's possession of the Demised Premises, and lease them to any other person upon such terms as Landlord shall deem reasonable, for a term within or beyond the Term; provided, that any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (i) all Rent, and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination, or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant after deducting from such proceeds all of Landlord's expenses, Legal Fees, employees' expenses, alteration costs, expenses of preparation for such reletting, the unamortized cost of Landlord Work performed by Landlord, if any, the unamortized amount of the Construction Allowance paid to Tenant, if any, any unamortized brokerage fees incurred by Landlord, and all costs and expenses, direct or indirect, incurred as a result of Tenant's breach of this Lease. Tenant's liability shall be calculated and paid monthly. If the

Demised Premises are, at the time of the default, sublet or leased by Tenant to others, Landlord may, as Tenant's agent, collect rents due from any subtenant or other tenant and apply such rents to the Rent and other amounts due hereunder without in any way affecting Tenant's obligations to Landlord hereunder. Such agency, being given for security, is hereby agreed to be irrevocable. No re-entry and/or taking of possession by Landlord of the Demised Premises shall be construed as an election to terminate this Lease, or as an acceptance of a surrender of the Demised Premises, unless a written notice of termination or acceptance of surrender is delivered by Landlord to Tenant. Notwithstanding any re-letting without termination, Landlord, at any time thereafter, may elect to terminate this Lease for the previous default; d) Landlord may, whether it terminates the Lease or Tenant's possessory rights to the Demised Premises, accelerate and declare immediately due all of the Rent (as reasonably estimated by Landlord) that otherwise would have been due from the date of the default through the stated expiration date of the Term in which event Tenant may exercise its right to terminate all Options; e) Landlord may pursue any legal or equitable remedy allowed by applicable laws of the jurisdiction in which the Demised Premises are located. All obligations of Tenant and rights of Landlord arising out of any default hereunder shall survive the expiration or termination of the Term of this Lease; f) Landlord may recover from Tenant, and Tenant shall pay to Landlord upon demand, such reasonable and actual expenses as Landlord may incur in recovering possession of the Demised Premises, placing the same in good order and condition and repairing and altering the same for reletting, including but not limited to the construction allowance (if any) granted to a replacement tenant, and all other reasonable and actual expenses, commissions and charges incurred by Landlord in reletting and otherwise exercising any remedy provided herein or as a result of any default by Tenant hereunder.

SECTION 14.02. DAMAGES; ACCRUAL OF CAUSE OF ACTION.

In the event of any default by Tenant and the retaking of possession of the Demised Premises by Landlord, Landlord shall make a good faith effort to mitigate damages and to relet the Demised Premises. In the event that Landlord shall institute any proceeding for the recovery of possession of the Demised Premises, a judgment terminating the tenancy hereby created shall not in any manner whatsoever relieve Tenant of its continuing obligation to pay any and all amounts to be paid hereunder and Landlord shall have a continuing claim against Tenant for all amounts to be paid, including, without limitation, Annual Base Rent and Percentage Rent.

SECTION 14.03. LEGAL EXPENSES.

In the event that either party shall employ an attorney with respect to the enforcement of any of the terms, conditions or covenants of this Lease, the party prevailing in any litigation or arbitration shall be entitled to reimbursement for all reasonable expenses incurred in such litigation or arbitration, including reasonable attorneys' fees and all other attendant costs and expenses.

SECTION 14.04. REMEDIES CUMULATIVE.

Landlord's remedies under this Lease are cumulative. No waiver of any condition or covenant of this Lease by Landlord shall be deemed to imply or constitute a present or further waiver by Landlord of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of or waiver of one remedy shall not be taken to exclude or waive the right to use another remedy. The election of any right or remedy by Landlord shall not be deemed a waiver of any other right or remedy of Landlord under this Lease or otherwise.

SECTION 14.05. LANDLORD DEFAULT.

Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently to cure the failure, if required) after Landlord receives written notice from Tenant specifying the default, which notice shall describe in reasonable detail the nature and extent of the failure and shall identify the Lease provisions containing the obligations in question; provided, however, in the event such default impedes or results in Tenant's ability to operate the restaurant in the Demised Premises, Rent shall abate until such default has been cured. Subject to the remaining provisions of this Lease, following the occurrence of any such default, Tenant shall have the right to pursue any remedy available under Florida Law for such default; provided, however, that in no case shall Tenant have any right to terminate this Lease on account of any such default, or to setoff, abate or reduce Rent before entry of a non-appealable final judgment in Tenant's favor against Landlord or pursue consequential or punitive damages. Delivery of written notice to Landlord and the failure of Landlord to cure the breach described in such notice within the times provided above shall be a condition precedent to any claim by Tenant against Landlord or defense to a claim by Landlord.

ARTICLE XV
ACCESS BY OWNER

SECTION 15.01. RIGHT OF ENTRY.

Landlord and Landlord's agents shall have the right to enter the Demised Premises upon twenty-four (24) hours prior written notice for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, and making such alterations, repairs, improvements or additions to the Demised Premises which Landlord is authorized to make and as Landlord may deem necessary or desirable; provided, however, that in case of emergency or life-safety, no such advance notice shall be required. Landlord covenants and agrees that any entry or any work performed or authorized to be performed by Landlord pursuant to this Lease shall be performed in such manner as to cause as little inconvenience as is reasonably possible in the circumstances to Tenant's business, ingress or egress to the Demised Premises or the visibility of the Demised Premises and Tenant's signage.

ARTICLE XVI
TENANT'S PROPERTY

SECTION 16.01. TAXES ON LEASEHOLD.

Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes applicable to or assessed during the term of this Lease against any leasehold interest, improvements or personal property of any kind, owned by or placed in, upon or about the Demised Premises by Tenant.

SECTION 16.02. LOSS AND DAMAGE.

Landlord shall not be liable for any damage to property of Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatever nature, except Landlord's willful or gross neglect or misconduct. Landlord shall not be liable for any such damage caused by other Tenants or persons in the Demised Premises, occupants of adjacent property to the Demised Premises, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only and Tenant shall indemnify and hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate of Landlord in the Demised Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of the holder of any mortgage covering the Demised Premises, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. In the event Landlord conveys or transfers its interest in the Demised Premises or in this Lease, except as collateral security for a loan, upon such conveyance or transfer Landlord shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of the Landlord to be performed hereunder; it being intended hereby that the covenants and obligations on the part of Landlord to be performed hereunder shall be binding on its successors and assigns.

SECTION 16.03. NOTICE BY TENANT.

Tenant shall give prompt notice to Landlord of fire or accidents in the Demised Premises, of defects therein, and of defects in any fixtures or equipment.

ARTICLE XVII
HOLDING OVER, SUCCESSOR

SECTION 17.01. HOLDING OVER.

(a) Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month to month at the rents herein specified (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable. In the event of any holding over, Tenant hereby waives any statutory notice which Landlord may be required to give.

(b) In the event that Tenant shall holdover after the expiration or other termination of the term of this Lease without the consent of Landlord, it shall be deemed to be a Tenant wrongfully holding over at a rental equal to one hundred fifty (150%) percent of the amount of rent due for the month immediately preceding the date when Tenant shall have been deemed to be wrongfully holding over.

SECTION 17.02. SUCCESSORS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of such parties; and if there shall be more than one party hereto as Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 16.01 hereof.

ARTICLE XVIII
QUIET ENJOYMENT

SECTION 18.01. NO HINDRANCE.

During the Term Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by Landlord or any other person lawfully or equitable claiming by, through or under Landlord, subject nevertheless, to the terms and conditions of this Lease and to any mortgages, deeds of trust, ground or underlying Leases to which this Lease may be or become subordinate.

ARTICLE XIX
MISCELLANEOUS

SECTION 19.01. WAIVER.

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by either party, unless such waiver be in writing signed by all parties.

SECTION 19.02. ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or statement on any check or any letter which may accompany any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 19.03. ENTIRE AGREEMENT.

This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the

Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 19.04. NO PARTNERSHIP.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

SECTION 19.05. FORCE MAJEURE AND UNAVOIDABLE DELAYS.

Neither Landlord nor Tenant shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by "Force Majeure", which shall mean labor controversies, strikes and lockouts (whether lawful or not) either industry-wide or with third parties other than Landlord and Tenant, respectively, acts of God, material or labor unavailability, inability to obtain fuel or power, catastrophes, national or local emergencies, restrictions, impediments or delays by any governmental authority, global supply chain delays, civil riots, floods, and any other causes not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence, Landlord or Tenant, respectively, is unable, wholly or in part, to prevent or overcome. If either party is delayed, hindered or prevented from the performance of an obligation because of shutdowns, mandates, laws, regulations, or impositions of quarantine relating to events such as epidemics or pandemics that substantially impact the area the Demised Premises is located, but not including financial inability, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. It shall be a condition of Tenant's right to claim an extension that Tenant notifies Landlord, in writing, within 10 days after the occurrence of the cause, specifying the nature of the cause and the period necessary for performance. Other than as provided for herein, the provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any other payments required herein.

SECTION 19.06. NOTICES; PLACE RENT PAYABLE.

Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by a reliable overnight courier (e.g. Federal Express, UPS) or the United States mail, certified, postage prepaid, addressed at the addresses set forth below or at such address as either party may advise the other by notice issued in the manner set forth in this Section 19.06 from time to time.

To Landlord at: Red Sky, Inc.
P.O. Box 36
Port Salerno, FL 34992
Telephone: (772) 359-7555
Email: MelodytheRealtor1@gmail.com

To Tenant at: 2 GPS, Inc.
2364 E. Maya Palm Drive
Boca Raton, FL 33432
Attn: Steven Scaggs
Telephone: (240) 372-0411
Email: scaggsd@comcast.net

with a copy to: Joel P. Koeppel, Esq.
Koeppel Law Group, P.A.
1515 North Flagler Drive, Suite 220
West Palm Beach, Florida 33401
Telephone (561) 659-6455
Facsimile: (561) 659-7006
Email: Joel@KoeppelLawGroup.com

All notices shall be deemed to have been received when refused, when delivered by hand, one (1) business day after dispatch to courier, or when certified mail is actually received in the manner set forth above.

All payments of minimum rent, additional rent and all other sums of money or charges required to be paid by Tenant to Landlord under this Lease shall be made payable to Landlord at the address hereinabove stated or at such other address as Landlord may designate by written notice issued in the manner set forth in this Section.

SECTION 19.07. CAPTIONS AND SECTION NUMBERS.

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease.

SECTION 19.08. TENANT DEFINED; OWNER DEFINED.

(a) The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one party hereto as Tenant, any notice required or permitted by the person of this Lease may be given by or to any one thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnership or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

(b) The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building in which the Demised Premises are located or the owner of a Lease of said building and/or the land thereunder so that in the event of any sale of said building or an assignment of this Lease, or a demise of said building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) or Tenant(s) that the purchaser, assignee or Tenant has assumed and agreed to observe and perform all obligations of Landlord hereunder.

SECTION 19.09. REPRESENTATION OF TENANT.

The parties hereby represent and warrant, each to the other that neither party has been represented by any broker in connection with the negotiations and/or execution of this Lease and there are no claims for brokerage commissions or finder's fees in connection therewith against either party. Landlord and Tenant agree to indemnify and hold the other harmless against and from all liabilities arising from any such claims or demands for commissions by other brokers including, without limitation, the cost of counsel fees in connection therewith.

SECTION 19.10. GOVERNING LAW, PARTIAL INVALIDITY.

This Lease shall be construed and governed by the laws of the State of Florida. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under the laws of the such State, or otherwise, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 19.11. NO OPTION.

The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution by all parties.

SECTION 19.12. RECORDING.

Tenant shall not record this Lease without the written consent of Landlord, however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease and a Memorandum of the Right of First Refusal (hereinafter provided) for the purposes of recordation, the cost of any such recordation to be borne by the party requesting same. Any such memorandum or short form of this Lease shall describe the parties, the Demised Premises and the term of this Lease and shall incorporate this Lease by reference.

SECTION 19.13. TRANSFER OF OWNERSHIP.

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and Premises of Landlord of which the Demised Premises forms a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any ground or underlying lessors or the holder of any mortgage covering the Demised Premises, and no other assets of Landlord, its officers, managers, shareholders, members, principals, agents, trustees, or any other party having any equitable or legal interest thereof, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. In the event Landlord conveys or transfers its interest in the Demised Premises or in this Lease, except as collateral security for a loan, upon such conveyance or transfer Landlord shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of the Landlord to be performed hereunder; it being intended hereby that the covenants and obligations on the part of Landlord to be performed hereunder shall be binding on its successors and assigns.

SECTION 19.14. DATE OF LEASE.

This Lease shall be deemed to have been executed on and shall be effective as of the date which is the latest date on which all parties have executed this document (Effective Date).

SECTION 19.15. LANDLORD'S REPRESENTATIONS AND WARRANTIES.

Landlord hereby represents and warrants to Tenant as follows:

(a) Landlord owns the Demised Premises and otherwise has an interest in the Demised Premises enabling it to enter into an enforceable lease (no other signatories being required) with Tenant upon the terms described herein;
(b) Landlord is unaware of any impending plans to condemn the Demised Premises or any part thereof;
(c) No additional signatories or consents are required to make this Lease binding and enforceable.

In the event that any of the foregoing representations or warranties shall be materially untrue as of the date made, Landlord shall indemnify and hold Tenant harmless from all loss cost or expense directly resulting from such material breach of warranty or misrepresentation.

SECTION 19.16. DUMPSTERS.

Dumpsters for garbage, used and owned by Landlord's former tenant of the Premises ("Tenant's Dumpsters"), the ownership of which is being transferred to Tenant under a separate agreement with Landlord's former tenant of the Demised Premises, are located in the enclosed dumpster area parking lot of the adjacent property at 4745 SE DeSoto Ave, which adjacent property is owned by WaterFront 91, LLC. Tenant anticipates that WaterFront 91, LLC shall enter into annual, renewable license agreement with Tenant, which shall permit termination by either party upon not less than one hundred eighty (180) days written notice, to enter upon and use said property at 4745 SE DeSoto Ave in connection with Tenant's Dumpsters. In consideration of the foregoing, and for so long as Tenant shall be a party to a license agreement to enter upon and locate said dumpsters at the property at 4745 SE DeSoto Avenue, Tenant shall allow WaterFront 91, LLC and WaterFront 91, LLC's tenants of space at the property at 4745 SE DeSoto Ave to use Tenant's Dumpsters for refuse/garbage generated by WaterFront 91, LLC and such tenants of WaterFront 91, LLC, at no cost to WaterFront 91, LLC or such tenants. However, if at any time during the Term Tenant shall no longer be a party to a license agreement with WaterFront 91, LLC for the foregoing purposes, then Landlord shall, upon Tenant's compliance with any and all applicable zoning and other governmental rules and regulations, allow Tenant to re-locate the dumpsters to a suitable location at the Demised Premises, at Landlord's sole expense.

Tenant shall pay for cost of Dumpster Service and shall have dumpsters emptied on a regular schedule. Tenant shall also employ a rodent/extermination service for the Dumpster area and shall keep the dumpster area clean and well maintained at all times.

SECTION 19.17 CONFIDENTIALITY.

Landlord shall maintain the confidentiality of all of the financial terms of this Lease as well as all reports generated by Tenant pursuant to the terms of this Lease, and shall not, except as required by applicable law or governmental regulation, disclose such financial information to any third parties whomsoever other than Landlord's business partners, employees, consultants, lenders, attorneys and/or accountants who have a reasonable need for such confidential information (collectively, **Landlord Representatives**), provided that at all times such Landlord Representatives agree to maintain the confidential nature of such financial information. Landlord acknowledges and agrees that nothing contained in this Lease shall be deemed to limit any right or remedy available to Tenant in the event of Landlord's and/or Landlord's Representatives' breach or violation of this subparagraph and therefore, in addition to any such rights and remedies, and with the understanding that money damages would not be a sufficient remedy for any breach or violation of this subparagraph by Landlord and/or Landlord's Representatives, Tenant shall be entitled to specific performance and injunctive relief as remedies for any such breach. The terms and conditions of this subparagraph shall survive the expiration or earlier termination of this Lease.

ARTICLE XX.
<u>ADDITIONAL AGREEMENTS</u>

SECTION 20.1A TENANT'S PURCHASE OF PROPERTY ON DESOTO AVE.

Tenant shall purchase the Desoto Property, also referred to as the "Parking Lot Parcel", in accordance with the terms and conditions set forth in that certain Vacant Land Contract to be attached hereto as Exhibit "E" and made a part hereof which property is legally described in Exhibit "F". Tenant, shall close on the Parking Lot Parcel simultaneous with closing of Tenant's purchase of All Trust Management, Inc. and Mad Twist, LLC assets. ("Asset Purchase"). The Parking Lot shall be subject to the reservation hereinafter set forth in favor of Landlord (Landlord is hereinafter interchangeably referred to as "Red Sky").

Notwithstanding anything to the contrary contained in the foregoing, Red Sky reserves the right, without the payment of rent, to develop the east fifty (50') feet from and running parallel to the mean high water line of the Parking Lot Property ("Development Parcel") solely for the purpose of pursuing a plan to develop a new marina along the Salerno waterfront as well as to connect the existing boardwalk from the commercial fishing docks to the dock at the Fish House Art Center in accordance with the proposed plan to be attached hereto as Exhibit "G", (the "Development Plans") so long as such development does not require more than up to five (5) non-designated parking spaces, and is subject to any and all restrictions and/or limitations imposed under any ordinance, code, rule or regulation of Martin County. Tenant, as owner of the Parking Lot Parcel, agrees to cooperate with Red Sky regarding its Development Plans; provided, however, that Red Sky, it's successors and/or assigns, may not build any horizontal structures on the Parking Lot Parcel. Any increase in the assessed value, real property taxes, insurance or any other cost or expenses associated with the Development Plans or improvements to the Parking Lot Parcel required in conjunction with said Development Plan shall be at the expense of Red Sky, it's successors and/or assigns. In exchange for Red Sky right to develop the Development Plans on the Development Parcel rent free, any income earned relative to the operations on the Development Parcel shall be divided [redacted] Redaction per §§688.002(4), 812.081(1)(f), Florida Statutes.

SECTION 20.1B TENANT'S RIGHT OF FIRST REFUSAL TO PURCHASE THE DEMISED PREMISES (RESTAURANT PARCEL).

Red Sky, as Landlord hereunder hereby grants Tenant a right of first refusal to purchase the property at 4290 SE Salerno Road, Stuart, Florida under parcel ID number 51-38-41-002-069-00070-5 (the "Restaurant Parcel") on the following terms and conditions ("Right of First Refusal):

(a) Grant of Right. During the Lease Term (including all Options), Tenant shall have the right of first refusal (the "***ROFR***") to purchase the Demised Premises upon the terms and conditions set forth in this Section. If at any time during the Lease Term (including all Options), Landlord shall enter into a contract with a third party to sell the Demised Premises to a third party or shall offer to sell the Demised Premises to a third party pursuant to a non-binding proposal which proposal has been accepted by such third party provided by Landlord to such third party, which contract, in either case, shall be subject to Tenant's ROFR, Landlord shall give Tenant written notice thereof (the "***ROFR Notice***"), accompanied by a copy of the contract or non-binding proposal (the "***Third Party Contract***"), and Tenant shall have the right to purchase the Demised Premises on the same terms and conditions, including payment of the full purchase price, as are set forth in the Third Party Contract, modified as otherwise provided in this Section. The date that the ROFR Notice is given and becomes effective pursuant to this Section is referred to as the "***ROFR Notice Effective Date***". Any provision of this Section to the contrary notwithstanding, Tenant shall not have the right to exercise the ROFR or consummate the purchase of the Demised Premises if, at the time of exercise or consummation, a material Default has occurred and is continuing, and, if such is the case, Tenant shall be deemed to have waived its ROFR to acquire the Demised Premises pursuant to the ROFR Notice.

(b) Manner of Exercise. If Tenant desires to exercise the ROFR to acquire the Demised Premises, Tenant must, within ten (10) Business Days of the ROFR Notice Effective Date (the "***ROFR Notice Period***"): (i) give written notice to Landlord electing to acquire the Demised Premises on the terms and conditions provided in this Section (the "***Exercise Notice***"); and (ii) pay to Landlord, for deposit in escrow pursuant to the ROFR Purchase Agreement described below, an amount equal to the greater of (A) the earnest money then held in escrow pursuant to the Third Party Contract; or (B) 10% of the purchase price for the Demised Premises specified in the Third Party Contract (the "***Earnest Money***"). The date the Exercise Notice is given and becomes effective pursuant to Section is referred to as the "***Exercise Notice Effective Date***".

(c) Waiver of ROFR. Time is of the essence with respect to Tenant's exercise of the ROFR with respect to a particular ROFR Notice, and if Tenant does not properly give an Exercise Notice within the ROFR Notice Period, Tenant shall conclusively be deemed to have irrevocably waived its ROFR to acquire the Demised Premises pursuant to that ROFR Notice.

(d) ROFR Purchase Agreement and Escrow. If Tenant properly gives an Exercise Notice, then within ten (10) days following the Exercise Notice Effective Date, Landlord shall provide to Tenant a real estate sale agreement for the purchase of the Demised Premises by Tenant (the "***ROFR Purchase Agreement***") on the terms and conditions stated in the Third-Party Contract, except that, notwithstanding the provisions of the Third-Party Contract, the ROFR Purchase Agreement shall provide the following:

(i) An escrow for the transaction shall be opened with a nationally recognized title company selected by Tenant, and Landlord and Tenant shall execute such standard escrow instructions as may be required by the title company.

(ii) The close of escrow for Tenant's purchase of the Demised Premises shall occur on the later of (A) that date which is forty-five (45) days after the Exercise Notice Effective Date; or (B) that date which is thirty (30) days following the Execution Deadline.

(iii) The Demised Premises will be conveyed to Tenant, or its designated entity, by special warranty deed, grant deed, or equivalent deed under the laws of the State of Florida warranting against the acts of grantor and no others, subject to real property taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record (other than monetary liens that were voluntarily placed on the Demised Premises by Landlord), and all matters which an accurate survey or physical inspection of the Demised Premises would disclose.

(iv) The sale of the Demised Premises to Tenant shall be an "**AS IS**" and "**WHERE IS**" sale, without any representations or warranties, express or implied, on the part of Landlord relative to the Demised Premises and the condition of the Demised Premises and the suitability of the Demised Premises for any particular use or purpose, and with "**ALL FAULTS**" associated with the Demised Premises. Tenant shall execute and return the ROFR Purchase Agreement to Landlord within seven (7) business days of receipt thereof by Tenant (the "***Execution Deadline***"). If Tenant fails to execute and return the ROFR Purchase Agreement by the Execution Deadline, then Tenant shall conclusively be deemed to have irrevocably waived its ROFR to acquire the Demised Premises pursuant to that ROFR Notice.

(e) Termination of Lease upon Purchase. At the close of escrow of the sale of the Demised Premises pursuant to the ROFR Purchase Agreement, this Lease shall terminate as to the parcel acquired and Tenant shall receive a credit towards the purchase price in an amount equal to that portion of the Base Monthly Rent for the Demised Premises paid to Landlord prior to the date of the close of escrow that is attributable to the period of time after the close of escrow and a credit for any unused real estate or other escrows attributable to the period after the close of escrow.

(f) Consequences of Tenant's Failure to Purchase. Notwithstanding any other provision or right contained in this Lease to the contrary, if Tenant exercises its ROFR with respect to a particular ROFR Notice and Tenant then fails to purchase the Demised Premises on the terms set forth in the ROFR Purchase Agreement (except if such failure is the result of a default by Landlord of its obligations under the ROFR Purchase Agreement), then, in addition to all rights and remedies set forth in the ROFR Purchase Agreement for a default by buyer: (i) Tenant's ROFR set forth in this Section shall cease to exist for all purposes and this Section shall no longer be part of this Lease; (ii) Tenant shall have no right to reinstate the ROFR; and (iii) Landlord shall be entitled to sell the Demised Premises to any Person, at any time, free and clear of any right granted to Tenant under this Section.

(g) Landlord's Right to Sell. If Tenant waives or is deemed to have waived its ROFR to purchase the Demised Premises with respect to a particular Third-Party Contract, Landlord shall have the right to sell the Demised Premises to such third-party offeror or another offeror on terms which are substantially similar to the terms set forth in the ROFR Notice, and upon the consummation of such a sale, Tenant's ROFR shall cease to exist, and this Section shall no longer be part of this Lease. If Landlord shall not consummate such a sale on terms substantially similar to those terms contained in the ROFR Notice or shall desire to sell the Demised Premises on terms not substantially similar to the terms set forth in the ROFR Notice, then Tenant's ROFR shall remain in full force and effect, and Landlord shall be required to again offer the Demised Premises to Tenant in accordance with this Section.

(h) Notice of Termination. Upon a waiver or deemed waiver of Tenant's ROFR with respect to a particular ROFR Notice or other termination of the ROFR, Tenant shall, within ten (10) days of written request by Landlord execute such instruments as may be reasonably required by Landlord to provide constructive notice of the termination of such right.

(i) Exclusions from Right. Notwithstanding any provision or right contained in this Lease to the contrary, Tenant's ROFR shall not apply to any of the following events, sales, dispositions or transfers, whether occurring in one transaction or a series of transactions:

(a) Any disposition, sale or other transfer of the Demised Premises to any Landlord Affiliate so long as it remains a Landlord Affiliate; or

(c) Any disposition, sale or other transfer of the Demised Premises to the holder of a mortgage, lien or deed of trust covering Landlord's interest in the Demised Premises that is not an Affiliate of Landlord, or any nominee of such holder, or any other person, firm, corporation, or other entity which is not an Affiliate of Landlord who or which shall acquire title to Landlord's interest in the Demised Premises as a result of a foreclosure of such mortgage, lien or deed of trust or as a result of delivery of a deed in lieu of foreclosure.

(j) Assignment by Tenant. Tenant shall not have the right to assign the ROFR provided in this Section other than in connection with a permitted assignment of Tenant's interest in the Lease.

(k) Recordation. Tenant may, at its option, record a memorandum of the Right of First Refusal in the Public Records of Martin County, Florida and Landlord shall cooperate with Tenant in the execution of any such memorandum, the failure of which shall be a Landlord default under this Lease. All of the terms of this Section and the rights of the Tenant hereunder shall be cumulative and shall survive the expiration, cancellation, or earlier termination of this Lease.

SECTION 20.2 LANDLORD'S OPTION AND RIGHT OF FIRST REFUSAL TO PURCHASE THE PROPERTY ON DESOTO AVE (PARKING LOT PARCEL).

1. In the event Tenant fails to exercise any of its Options or Additional Options, Landlord shall have the option ("***Landlord's Option***") to purchase the Parking Lot Parcel (the "Property") located at at 4685 SE Desoto Ave, Stuart, FL under parcel ID number 51-38-41-001-063-00210-0 from Tenant at its then fair market value ("***FMV***"). Landlord shall provide Tenant, as owner of the Property, with

written notice of its intent to exercise its Landlord's Option to purchase the Property ("***Landlord's Notice***"). Within ten (10) Business Days (hereinafter defined) after Tenant's receipt of Landlord's Notice, the parties shall attempt to agree upon a FMV for the Property. In the event the parties cannot agree upon a FMV within thirty (30) days of Tenant's receipt of Landlord's Notice, (the "***FMV Deadlock Date***") the FMV shall be established by each party appointing an appraiser. The two appraisers thus appointed shall within ten (10) additional Business Days appoint a third appraiser for the purpose of determining the FMV of the Property; and the three appraisers so selected shall be instructed to complete their respective appraisals of the Property and deliver the results of the same, in writing, not later than sixty (60) days after the FMV Deadlock Date. The average of the three appraisals (subject to the qualifications set forth below) shall be the FMV for the Property and, thereby, the Purchase Price; provided, however, in the event that any (but not more than one) appraisal submitted by an appraiser varies eight percent (8%) or more from the average of all three appraisals, then such appraisal shall not be used and the FMV shall be determined on the basis of the average of the other two appraisals. Further, in the event that the highest and lowest appraisal each varies eight percent (8%) or more from the average of all three appraisals, or if fewer than all three of the required appraisals shall have been received by Landlord and Tenant in writing within sixty (60) days after the FMV Deadlock Date, then, in either such case, the FMV shall be determined in accordance with the following procedure: (1) if all three of the required appraisals are timely received but there is a eight percent (8%) or greater variance of both the highest and lowest thereof with the average of all three as aforesaid, then the FMV shall equal the average of the middle appraisal amount, or if fewer than all three of the required appraisals shall have been timely received, then the FMV shall equal the average of the amount(s) of each appraisal that was timely received. In all cases, each appraiser selected by a party, and each appraiser selected by an appraiser, must be an "MAI" qualified and licensed appraiser or must otherwise be a member in good standing of the local American Institute of Real Estate Appraisers ("***AIREA***"), and must not be affiliated with either party and each possess not less than five (5) years' experience in the appraisal of commercial real property in the market area where the Property is located. Each party will pay the cost of its own appraiser and both parties will share equally the costs of the third appraiser. At such time that the Parties agree upon the FMV ("***Agreed Value Date***") then within ten (10) Business Days following the Agreed Value Date, Tenant shall provide to Landlord a standard commercial real estate sale agreement for the purchase of the Property by Landlord (the "Option Purchase Agreement") with a purchase price equal to the agreed upon FMV that shall provide the terms and conditions set forth in Subsection 2 (iv) (a-d) hereof. Upon execution of the Option Purchase Agreement, Landlord shall pay to Tenant, for deposit in escrow pursuant to the Option Purchase Agreement, a nonrefundable deposit equal to ten percent (10%) of the purchase price for the Parking Lot Parcel specified in the Option Purchase Agreement (the "***Earnest Money***"). For the purposes of this Agreement, ***"Business Day"*** shall mean those days of the week which are not a Saturday or Sunday, or New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day (on the days the foregoing holidays are generally observed). In the event the Parties cannot reach an agreement on the FMV, Landlord's Option shall expire.

2. In the event Landlord does not exercise its Landlord's Option the Landlord's Option shall expire, provided, however, Tenant hereby grants Landlord a right of first refusal to purchase the Property on the following terms and conditions ("***Right of First Refusal***):

(i) Grant of Right. During the Lease Term (including all Options), Landlord shall have the right of first refusal (the "***ROFR***") to purchase the Parking Lot Parcel upon the terms and conditions set forth in this Section. If at any time during the Lease Term (including all Options), Tenant shall enter into a contract with a third party to sell the Parking Lot Parcel to a third party or shall offer to sell the Parking Lot Parcel to a third party pursuant to a non-binding proposal which proposal has been accepted

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by such third party provided by Tenant to such third party, which contract, in either case, shall be subject to Landlord's ROFR, Tenant shall give Landlord written notice thereof (the "***ROFR Notice***"), accompanied by a copy of the contract or non-binding proposal (the "***Third Party Contract***"), and Landlord shall have the right to purchase the Parking Lot Parcel on the same terms and conditions, including payment of the full purchase price, as are set forth in the Third Party Contract, modified as otherwise provided in this Section. The date that the ROFR Notice is given and becomes effective pursuant to this Section is referred to as the "***ROFR Notice Effective Date***". Any provision of this Section to the contrary notwithstanding, Landlord shall not have the right to exercise the ROFR or consummate the purchase of the Parking Lot Parcel if, at the time of exercise or consummation, a Landlord Default has occurred and is continuing, and, if such is the case, Landlord shall be deemed to have waived its ROFR to acquire the Parking Lot Parcel pursuant to the ROFR Notice.

(ii) Manner of Exercise. If Landlord desires to exercise the ROFR to acquire the Parking Lot Parcel, Landlord must, within ten (10) Business Days of the ROFR Notice Effective Date (the "***ROFR Notice Period***"): (i) give written notice to Tenant electing to acquire the Parking Lot Parcel on the terms and conditions provided in this Section (the "***Exercise Notice***"); and (ii) pay to Tenant, for deposit in escrow pursuant to the ROFR Purchase Agreement described below, an amount equal to the greater of (A) the earnest money then held in escrow pursuant to the Third Party Contract; or (B) 10% of the purchase price for the Parking Lot Parcel specified in the Third Party Contract (the "***Earnest Money***"). The date the Exercise Notice is given and becomes effective pursuant to Section is referred to as the "***Exercise Notice Effective Date***".

(iii) Waiver of ROFR. Time is of the essence with respect to Landlord's exercise of the ROFR with respect to a particular ROFR Notice, and if Landlord does not properly give an Exercise Notice within the ROFR Notice Period, Landlord shall conclusively be deemed to have irrevocably waived its ROFR to acquire the Parking Lot Parcel pursuant to that ROFR Notice.

(iv) ROFR Purchase Agreement and Escrow. If Landlord properly gives an Exercise Notice, then within ten (10) days following the Exercise Notice Effective Date, Tenant shall provide to Landlord a real estate sale agreement for the purchase of the Parking Lot Parcel by Landlord (the "***ROFR Purchase Agreement***") on the terms and conditions stated in the Third-Party Contract, except that, notwithstanding the provisions of the Third-Party Contract, the ROFR Purchase Agreement shall provide the following:

a. An escrow for the transaction shall be opened with a nationally recognized title company selected by Tenant, and Landlord and Tenant shall execute such standard escrow instructions as may be required by the title company.

b. The close of escrow for Landlord's purchase of the Parking Lot Parcel shall occur on the later of (A) that date which is forty-five (45) days after the Exercise Notice Effective Date; or (B) that date which is thirty (30) days following the Execution Deadline.

c. The Parking Lot Parcel will be conveyed to Landlord, or its designated entity, by special warranty deed, grant deed, or equivalent deed under the laws of the State of Florida warranting against the acts of grantor and no others, subject to real property taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record (other than monetary liens that were voluntarily placed on the Parking Lot Parcel by Tenant), and all matters which an accurate survey or physical inspection of the Parking Lot Parcel would disclose.

d. The sale of the Parking Lot Parcel to Landlord shall be an "**AS IS**" and "**WHERE IS**" sale, without any representations or warranties, express or implied, on the part of Tenant relative to the Parking Lot Parcel and the condition of the Parking Lot Parcel and the suitability of the Parking Lot Parcel for any particular use or purpose, and with "**ALL FAULTS**" associated with the Parking Lot Parcel.

3. Landlord shall execute and return the Option Purchase Agreement or ROFR Purchase Agreement (as the case may be) to Tenant within ten (10) business days of receipt thereof by Landlord (the "***Execution Deadline***"). If Landlord fails to execute and return the Option Purchase Agreement or ROFR Purchase Agreement (as the case may be) by the Execution Deadline, then Landlord shall conclusively be deemed to have irrevocably waived its Option and ROFR to acquire the Parking Lot Parcel pursuant to that ROFR Notice.

4. <u>Termination of the Option and ROFR upon Landlord's 's Purchase of the Parking Lot Parcel</u>. In the event Landlord purchases the Parking Lot Parcel in accordance with the terms of the Landlord Option or the ROFR referred in Section 20.2 or obtains title through any other means (e.g. foreclosure, deed in lieu) then at the close of escrow of the sale of the Parking Lot Parcel the Landlord Option and the ROFR shall terminate as to the Parking Lot Parcel.

5. <u>Consequences of Landlord's Failure to Purchase</u>. Notwithstanding any other provision or right contained in this Lease to the contrary, if Landlord exercises its Landlord Option or ROFR with respect to a particular Landlord Option or ROFR Notice and Tenant then fails to purchase the Parking Lot Parcel on the terms set forth in the Option Purchase Agreement or ROFR Purchase Agreement (except if such failure is the result of a default by Tenant of its obligations under the Option Purchase Agreement or ROFR Purchase Agreement), then, in addition to all rights and remedies set forth in the Option Purchase Agreement or the ROFR Purchase Agreement (as the case may be) for a default by buyer: (i) Landlord's Option and ROFR set forth in this Section shall cease to exist for all purposes and this Section shall no longer be part of this Lease; (ii) Landlord shall have no right to reinstate the Landlord's Option and ROFR; and (iii) Tenant shall be entitled to sell the Parking Lot Parcel to any Person, at any time, free and clear of any right granted to Landlord under this Section.

6. <u>Tenant's Right to Sell</u>. If Landlord waives or is deemed to have waived its Landlord's Option or ROFR to purchase the Parking Lot Parcel with respect to a particular Option Purchase Agreement or Third-Party Contract (as the case may be), Tenant shall have the right to sell the Parking Lot Parcel to such third-party offeror or another offeror or any other party and upon the consummation of such a sale, Landlord's Option and ROFR shall cease to exist, and this Section shall no longer be part of this Lease.

7. <u>Notice of Termination</u>. Upon a waiver or deemed waiver of Landlord's Option or ROFR with respect to a particular Option Purchase Agreement or ROFR Notice or other termination of the Landlord's Option or ROFR, Landlord shall, within ten (10) days of written request by Tenant execute such instruments as may be reasonably required by Tenant to provide constructive notice of the termination of such right.

8. Exclusions from Right. Notwithstanding any provision or right contained in this Lease to the contrary, Landlord's ROFR shall not apply to any of the following events, sales, dispositions or transfers, whether occurring in one transaction or a series of transactions:

(a) Any disposition, sale or other transfer of the Parking Lot Parcel to any Tenant Affiliate so long as it remains a Tenant Affiliate; or

(b) Any disposition, sale or other transfer of the Parking Lot Parcel to the holder of a mortgage, lien or deed of trust covering Tenant's interest in the Parking Lot Parcel that is not an Affiliate of Tenant, or any nominee of such holder, or any other person, firm, corporation, or other entity which is not an Affiliate of Tenant who or which shall acquire title to Tenant's interest in the Parking Lot Parcel as a result of a foreclosure of such mortgage, lien or deed of trust or as a result of delivery of a deed in lieu of foreclosure.

9. Assignment by Landlord. Landlord shall not have the right to assign the Landlord Option or the ROFR provided in this Section other than in connection with a permitted assignment of Landlord's interest in the Lease.

10. Recordation. Landlord may, at its option, record a memorandum of the Landlord's Option and Right of First Refusal in the Public Records of Martin County, Florida and Tenant shall cooperate with Landlord in the execution of any such memorandum, the failure of which shall be a Tenant default under this Lease. All of the terms of this Section and the rights of the Landlord hereunder shall be cumulative and shall survive the expiration, cancellation, or earlier termination of this Lease.

20.3 ESTABLISHMENT AND MERGING SUBMERGED LAND LEASE.

Landlord and adjacent property owners including Landlord's affiliates have the intent to develop a marina along the waterfront adjacent to the Demised Premises and extending North through and including the North boundary of the Desoto Property ("***Marina***"). In connection therewith Landlord may seek to enter into a submerged land lease with the Florida Department of Environmental Protection (DEP) for submerged land to the North of the land covered by the Land Lease Agreement which is referred to in Section 1.01(c) of this Lease. Tenant, as Tenant under this Lease shall reasonably cooperate with Landlord in connection with any applications filed by or on behalf of Landlord in connection with any application to the (DEP) in order to, as allowed by upland property owners, secure a lease with the State of Florida for the submerged lands to the maximum extent allowed by the DEP, including executing such consents and other documents as reasonably necessary. Tenant shall also reasonably cooperate with Landlord should such redevelopment and remodeling of the Marina take place provided that in connection with any such redevelopment and remodeling there shall be a maximum of five (5) non-designated parking spaces available to Landlord on the Parking Lot Parcel during such redevelopment or remodeling and completion of the Marina; provided, however, Landlord's right to develop the Marina on the Desoto Property shall be limited to the east fifty feet (50') from and running parallel to the mean high water line. Landlord shall make commercially reasonable efforts to minimize disruption to Tenant's business. Tenant's cooperation as aforesaid shall be at no cost to Tenant. Landlord shall bear all costs and expenses associated with any application for a submerged land lease, and the redevelopment and remodeling of the Marina.

SECTION 20.4 ADDITIONAL COVENANTS

(a) In the event Tenant makes a written request for Landlord's consent or approval under any of the provisions of this Lease, then, unless otherwise specifically set forth in this Lease, Landlord shall respond to such request for consent or approval within fifteen (15) days following issuance thereof; provided that if Landlord fails to respond within such fifteen (15) day period, Tenant shall provide Landlord with a second written request. If Landlord fails to respond to such second request within ten (10) days of issuance of the second written request, such request shall be deemed to have been approved and such consent and approval given.

(b) The provisions of this Lease shall not be binding on Landlord or Tenant unless and until a fully-executed version of this Lease is delivered by the Landlord to Tenant or Tenant's attorney. This Agreement may be executed in counterparts, whether delivered by facsimile, electronic mail or portable document format (PDF), each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. Electronic signatures or copies of signatures delivered by facsimile, electronic mail or PDF shall be deemed originals for all purposes.

(c) The obligations of the Tenant and Landlord under this Lease shall be contingent upon the termination of that certain existing lease for the Premises by and between Landlord and All Trust Management, Inc. (the "All Trust Lease").

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their duly authorized representatives on the day and date set forth adjoining their respective signatures.

LANDLORD:

RED SKY, INC., a Florida corporation

DocuSigned by:

By: John Hennessee
A98C0E342EC3428...
John Hennessee, Vice President

Date Signed by Landlord: October 10/25/2023, 2023

TENANT

By: 2 GPS, INC., a Florida corporation

DocuSigned by:

By: Steve Scaggs
331ACDD962BB429...
Steven Scaggs, President

Date Signed by Tenant: October 10/25/2023, 2023

GEORGES
DOCKSIDE GRILLE
PORT SALERNO, FL

4290 SE Salerno Road
Port Salerno, FL 34997

6-2-2026

Ms. Maragh,

2GPS, Inc. and Red Sky, Inc. respectfully request an exemption from public disclosure for portions of the attached lease prior to the County recording the lease in the public records.

We believe the information for which exemption is requested qualifies as protected trade secret information under Florida law, including the following statutory definitions:

Section 688.002(4), Florida Statutes

“Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process that:

(a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Section 812.081(1)(f), Florida Statutes

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof, whether tangible or intangible, and regardless of whether or how it is stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it, when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

The exposure of our financial information contained within the lease would place both companies at a disadvantage in future negotiations involving the purchase or lease of property. Competitors, future landlords, tenants, or business associates would have an advantage knowing the financial terms and arrangements contained in this lease. Both 2GPS, Inc. and Red Sky, Inc. have maintained this information as confidential because public disclosure could adversely affect future business dealings.

Attached please find the redacted lease identifying the portions for which exemption is requested.

Both 2GPS, Inc. and Red Sky, Inc. agree to indemnify and hold harmless the County with respect to this request for exemption.

Regards,

Steve Seaggs

Steve Seaggs

Vice President

2GPS, Inc.

Enclosure: Redacted Lease